

1896-042 Chancery Causes: Silas Griffin & wife vs. Greer Machinery Co] &c
Lee Co.

Quinley, Pennington, Slump, Lunsford, Smith, Mc Davell, Duncan,
Schmalzried, Greer, Hyatt, Hopkins, Buflington

CA-Debt
T-Property

-Deed

1 Virginia.

2 To the honorable W. T. Miller Judge of the Circuit
3 Court of Lee County Virginia.

4 Your orators & Oratrices Silas Griffin & Belle Griffin
5 his wife, J. B. Thimley & Priscilla Thimley his wife,
6 Caleb Thimley & Nancy Thimley his wife, citizens
7 of said County, humbly Complaining, would respectfully
8 represent and shew unto your honor, that on or about
9 the 20th day of January 1891, Frick Co sold to your
10 orators and Ezekiel Lunsford, M. L. Lunsford & R. A. Thimley
11 of said County, a Steam Engine, Saw Mill and fixtures
12 therewith, at the price of \$1736.00, for which sum said
13 Company took from said purchasers, four notes, payable as
14 follows - One payable in ninety days for \$300.00
15 One payable in Six Months " 478.66 $\frac{2}{3}$
16 One payable in Twelve Months " 478.66 $\frac{2}{3}$
17 One payable in Eighteen Months " 478.66 $\frac{2}{3}$
18 All bearing interest from date & amounting to \$1736.00
19 And to secure the payment of said purchase money the
20 said Frick Company, took from said purchasers a deed
21 of trust, on the said Engine, Saw Mill & fixtures, and
22 on the lands of the said Ezekiel Lunsford, J. B. Thimley
23 Silas Griffin & Caleb Thimley, which deed of trust was
24 recorded in the Clerk's office of the County Court of
25 said County, January 22nd 1891, A copy of which is
26 herewith filed as part hereof marked "A". After said
27 purchase and execution of said deed of trust and
28 on or about the day of February 1891, the said Eze-
29 kiel Lunsford departed this life intestate, and M. L.
30 Slensf. was appointed and qualified as his Admr.,
31 and afterwards, to wit. on the 8th day of April 1891,
32 the said Frick Company, for reasons to your orators

1 and oratrices unknown, except as stated in said deed
2 took from them another deed of trust, on the said
3 Engine, Saw Mill and fixtures, and on their real estate,
4 to secure the same debt mentioned and secured in the
5 said first deed of trust. In each of said deeds of
6 trust J. R. McDowell was made trustee, and the last
7 one was recorded in said Clerk's office, on the 21st
8 day of April 1891. A copy thereof is herewith filed
9 marked "B", and by an inspection thereof it will be
10 seen that this last deed of trust was given "as addition
11 al security and to better secure the notes described therein
12 which were secured by the trust deed or mortgage
13 given by said Ezekiel Lunsford & wife in his lifetime
14 and Silas Griffin & wife, J. B. Thimley and Caleb Thimley
15 and mines and recorded in the Clerk's office of Lee
16 County Va. in Book 26 page 374 &c. and it was under-
17 stood and agreed that the taking of this (last) deed
18 of trust was in no way to impair the lien created
19 by the first mortgage, or in any way effect the same".
20 At the time of said purchase, the said Ezekiel Lunsford,
21 now deceased, was to pay for two shares in said Engine
22 Saw Mill &c. one for himself and one for his son M. L.
23 Lunsford, and your orators and R. A. Thimley were to pay
24 for and own the three remaining shares therein, and
25 thus the said Ezekiel Lunsford & M. L. Lunsford were to
26 pay and should have paid \$694.40 of the said purchase
27 price and interest thereon until paid, and your orators
28 and R. A. Thimley should have paid the remaining
29 \$1041.60 and interest thereon until paid, and the said
30 parties should have paid in that proportion on the
31 costs & expense of said deeds of trust.
32 Up to the 20th day of February 1893, there had been paid

1 on said purchase money the sum of \$ of which
 2 sum your orators, (they having ^{and} purchased R. A. Trimley
 3 interest & ~~thus~~ owning 4 shares) and M. L. Lunsford had
 4 paid as follows. - April 20th 1891. first note Int. \$300.00
 5 September 11th 1891. on note due July 20th 1891. 150.00
 6 November 6th 1891. " " " " " " 100.00
 7 February 3rd 1892, " " " " " " 100.00
 8 May 25th 1892, " " " " " " 100.00
 9 Sept 19th 1892, " " " " " " 40.00
 10 Nov 21st 1892, " " " " " " 50.00

11 and M. L. Slough Admr of Ezekiel Lunsford deceased, paid
 12 September 19th 1892, & which is credited on said note. 10.00

13 And on the said 20th day of Feb 1893, the said
 14 Frick Company, by said McDowell, trustee, sold
 15 the said Engine, Saw Mill & fixtures for 500.00
 16 and purchased from your orators a saw belt &c for 70.00

17 And on March 6th 1893, your orators paid by J. M. Lucas. 333.32

18 Making a total paid of - - - \$1753.32

19 Of this total your orators, ^{R. A. Trimley} & M. L. Lunsford, 4 shares, paid \$910.00

20 All, including Ezekiel Lunsford's share, paid 500.00

21 M. L. Slough Admr. of E. Lunsford " 10.00

22 And your orators paid (3 shares) 333.32

23 Now it will be seen that your orators have paid their due

24 portion of said purchase money, and in excess thereof,

25 while the said Ezekiel Lunsford did not, in his lifetime,

26 nor has his Admr since his death paid his proper share

27 or portion thereof, and there is nothing in the hands of the

28 Admr. to pay the same. At the time of the purchase of said

29 Engine, Saw Mill &c, and execution of said first deed

30 of trust, the said Ezekiel Lunsford was seized and possessed

31 of a certain tract or parcel of land, lying in said County

32 of Lee, on the South Side of Waller Ridge, 11 ^{8.75} ~~ms~~ from the

1 Court house, containing 0.5 acres, and on which he then
2 resided, and this land he intended to convey, and he and
3 his wife did convey, in said deed of trust, to secure the
4 payment of his due proportion of said purchase money,
5 being $\frac{2}{5}$ thereof. Your orators & oratrices will now show
6 your honor that at the April term 1894, of the County
7 Court for said County the Greer Machinery Company,
8 as assignee of said Frick Company, had R. L. Pennington
9 appointed trustee in said last deed of trust, in room
10 and stead of said J. R. McDowell, who was a nonresident
11 of this State, and said Pennington as trustee has advertised
12 for sale, on the first Monday in June next, 1894, the lands
13 of your Orators & Oratrices, to pay the balance due on said
14 purchase money, to said Greer Machinery Co. as such assignee,
15 as follows. - 14 acres belonging to your orator & oratrix
16 Silas Griffin & wife, 2 acres belonging to your orator &
17 oratrix J. B. Thimley & wife and 47 acres belonging to your
18 orator & oratrix Caleb Thimley & wife, which is all the
19 land and all the home possessed by them respectively.
20 Now the object of this bill is to compell the said Greer
21 Machinery Company, as such assignee, to proceed under the
22 said first deed of trust to collect from the estate of the
23 said Ezeiel Lunsford deceased, the balance due on said
24 purchase money, and to enjoin, restrain & inhibit them and
25 said trustee, Pennington, and all others, from proceeding
26 to sell the said real estate of your orators & oratrices
27 until they have exhausted their remedy under said first
28 deed of trust against the said land of said Lunsford,
29 which they allege is ample to pay said balance; and to ascertain
30 what balance if any is still due on said purchase money
31 and what amount of the payments made thereon and proceeds
32 of the sale of said Engine & saw mill &c, has been improperly

1 applied to the payment of attorneys fees illegally provided
2 for in said notes and deeds of trust, your orators and
3 oratrices being unable to state what amount has
4 been so applied, but, being so informed, they here
5 allege that a considerable sum has been thus applied
6 for which they should have credit on the principal
7 & interest of said notes. It will be seen from a
8 statement from the said Greer Machinery Co, herewith
9 filed marked "C" and dated January 11th 1894, that
10 they have failed to give credit for \$100.00 paid Feb 3rd
11 1892, a receipt for which is herewith filed marked "D",
12 and that out of the two payments of \$50.00 each, Sept 22nd
13 1892 & Nov 22nd 1892, they have taken 10 per cent for atty's
14 fees and only given credit for \$45.00 in each instance,
15 and out of the proceeds of the sale of the saw mill &c,
16 Feb 20th 1893, they have not only taken a commission of
17 5-per cent ^{on the full amount of said sale} for the trustee, but also \$25.00 for atty's fee,
18 and it will be seen from their ^{said statement & a} letter herewith filed
19 marked "E" dated Feb 5th 1894, that they then claimed
20 a balance due of \$452.21 as of the date of their said
21 statement, Jan 11th 1894, when in fact the balance then
22 due, allowing the trustee a commission of 5-per cent
23 on the first \$300.00 & 2 per cent on the residue, which is
24 the Commission allowed by law when no other, as in
25 this case, is provided for in the deed, was only \$171.60,
26 but the said trustee having failed to return to the Commis-
27 sioner of accounts, of the County Court of this County, an
28 inventory of the said property sold by him and an account
29 of sales, within 4 months after said sale, has forfeited
30 his Commission on said sale, and complainants are
31 entitled to have credit for the full amount of said sale
32 on said purchase money, and when so applied the balance

1 due Jan'y 11th 1894, was \$151.58 only. Nevertheless the
2 said Pennington trustee has advertised to sell the
3 lands of your Complainants for the amount of a note
4 for \$478.66²/₃ with interest thereon from the 20th day
5 of January 1891, till paid, subject to a credit of \$8.70
6 June 9th 1893 and \$104 on November 17th 1893.

7 Now the further object of this bill is to restrain and
8 inhibit the said Greer Machinery Co, and said Pennington
9 trustee from proceeding to sell the lands of your orators
10 & oratrices until the proper credits are ascertained and
11 placed upon said purchase money notes, all of which,
12 except the first one due, are in the possession of
13 said Greer Machinery Co, or their attorneys, and until
14 your orators are relieved from the payment of illegal
15 attorneys fees provided for in said deeds of trust and
16 notes, and all sums thus paid are properly credited on
17 said purchase money, including the full amount for
18 which said Engine, Saw mill &c sold, the said trustee
19 having forfeited his Commission.

20 And being without remedy at law and relievable only in
21 a court of equity, they pray that the said Greer Machinery
22 Co & R. L. Pennington trustee, be made the parties defend
23 ants to this bill and answer the same, but not an oath,
24 that being waived, that they answer and state what sums
25 have been paid on said purchase money, when paid and
26 how applied, and how much of said payments have been
27 applied to the payment of attorneys fees mentioned in said
28 notes and deeds of trust, and how much for Commission
29 to said trustee; that on a hearing a decree be rendered
30 pursuant to the said objects of this bill, and if found
31 necessary that a commissioner be appointed to take
32 an account and report what amount of said purchase
money has been paid, and by whom paid, and what is

1 the balance due, and who should pay the same, and
2 whether any sum, and if so how much, has been
3 improperly collected thereon, as attorneys fees, and that
4 your orators & oratrices be relieved from such penalty
5 by your honor having the same properly credited on
6 said purchase price; that proper process issue directed
7 &c, and that all proper orders be made, and that the
8 injunction prayed for be granted, and that all such
9 other further and general relief may be afforded
10 as in the premises may be just and right. And
11 your orators & oratrices will ever pray &c.

James W Orr for Defts

13
14 Virginia, Lee County, to wit.

15 I A. B. Munsey Clerk of the circuit court in and
16 for the County and State aforesaid, do certify that Silas
17 Griffin & J. B. Thimley this day personally appeared
18 before me in my office and made oath that the
19 facts stated in the foregoing bill, so far as they
20 depend on their own knowledge, are true, and so far
21 as stated upon information derived from others
22 they believe them to be true. Given under my hand
23 this June 4th 1894.

24 A B Munsey, Clerk
25
26
27
28
29
30
31
32

Silas Griffin et als.

vs Bill in Chy.

Greer Machinery Co et als

1894. June Term Disjunction granted.

1894 2nd July Rules bill filed
Summons 2+ sent & Decree
nisi

" 1st August Rules Decree nisi
Confirmed & cause set for
hearing by Plff.

Virginia,

To the Hon. W. T. Miller, Judge of the Circuit court Lee Co.,
Humbly complaining your orstors and oratrices, Silas Griffin
and Bell Griffin his wife, J. B. Quinley and Priscilla Quinley
his wife, and Caleb Quinly and Nancy Quinley his wife, would re-
spectfully represent and show unto your Honor that hereto-
fore, to wit: at the 2nd June rules, 1894, they exhibited in
your Honor's court their original bill against Greer Ma-
chinery Company and R. L. Penninton, Trustee, the object of which
was to enjoin and restrain the defendants from selling your
orators and oratrices real estate under a certain deed of ~~tru~~
trust which deed was exhibited with said original bill,
until they were given certain credits for sums paid by them n
on said deed of trust, and until the balance due thereon
was ascertained and by whom the said balance should be paid;
which cause came on to be heard at the November term, 1894, of
your Honor's court, and ~~it was~~ among other things decreed
therein, leave was granted the defendants to file an amended
bill in the case making the administraitor and heirs of
Ezekiel Lunsford, deceased, parties defendants in the suit,
and the cause was remaned to rules to be matured on said
amedned bill. Your orators and oratrices not in any manner
waiving any matter contained in their said original bill, but
here reiterating the same and relying thereon, by way of
amendment thereto would further represent and show unto your
Honor that the ~~small~~ balance due on the purchase money notes
for the engine and saw mill in s aid original bill mentioned
should be paid by the estate of the said Ezekiel Lunsford,
deceased, he being one of the original purchaser thereof and
a party to the original deed of trust executed to secure the
same, which deed is exhibited with said original bill, and the
said Ezekiel in his life time nor his said administraitor ~~si~~
since his death not having paid his due proportion of the
said purchase money, and he being in arrears to the amount of
said balance or in excess thereof, the object thereofre of
this amended bill is to compel the estate of said decedent

Said two tracts of land are situated in Lee Co Va. near Mullens Gap, and adjoin each other and contain 85 acres more or less and were conveyed to Ezekiel Lunsford by James Hopkins, decd. is the land conveyed by said Lunsford at the time of the execution of the deed of trust in the original bill amended Jan'y 20th 1891 and which said Lunsford conveyed in said deed.

to pay said balance and if necessary to subject to the payment thereof the two tracts of land owned by said decedent at the time of his death and on which his widow and heirs now reside and of which he is shown to have been the owner, by the evidence in the cause, at the time of the execution of the said original deed of trust, and which was conveyed by him for that purpose in said deed. To this end they make the said Greer Machinery Company, R.L. Pennington, Trustee, M.L. Slomp, admr., of the estate of Ezekiel Lunsford, deceased, and Malinda Lunsford, his widow, and M.L. Lunsford, William Lunsford, ^{and} Lisa Smith, Simpson Lunsford, Juda Lunsford and Mary Lunsford his heirs at law the parties defendants to this suit, and ask that they be required to answer the said original bill and this amended bill, but not on oath, that being waived; and that on a hearing the relief prayed for in said original bill and this amended bill be granted, and that an account be taken in the cause and the balance due on said purchase money notes be ascertained and who should pay the same; that the account of said administrator be settled and the amount of personal estate in his hands be ascertained that may be subjected to the payment of said balance; and if necessary that the said real estate of the said Ezekiel Lunsford, deceased, be subjected to the payment of this said balance.

And for all other and further and general relief to which they may be entitled. May process issue, directed, &c., and may order of publication be made, posted and published against Malinda Lunsford and M.L. Lunsford who are non residents of this state, and may a guardian ad litem be appointed to appear and answer for Luisa Smith, Simpson Lunsford, Juda Lunsford and Mary Lunsford who are infants. And your orators will ever pray, &c.

James W. Orr. P. S.

Silas Griffin & wife et al.

vs { Amended Bill

{ Greer Machinery Co et al

1896-2nd Jan'y Rules, this
amended bill & filed, & allowed
on home debts & D. N.
" Jan'y 7th, O. P. vs nonresidents
" 1st Feb Rules, Decree nisi
cause vs home debts.
" 2nd Feb Rules, O. P. brought
vs nonresidents & D. N.
" 1st March Rules, D. N. cause vs
nonresidents, G. N. B. Guardianship
of the person for the infant debts.
and cause set for hearing by Diffs.

Silas Griffin et als.

vs.

In Chancery.

Greer Machinery Co. et als.

The joint answers and demurrers of J. M. Greer, J. R. McDowell, J. G. Duncan and O. Schmalzried, partners in business, under the firm name of Greer Machinery Company, to a bill of complaint exhibited against them and one R. L. Pennington, in the Circuit Court of Lee County by Silas Griffin and Belle his wife, J. B. Quinley and Priscilla, his wife, and Caleb Quinley and Nancey, his wife, complainants.

Your respondents come and say that the said bill of the said complainants is not sufficient in law to call upon them to answer said bill, and of this they pray the judgement of the Court.

But if misadvised as to the justness of their said demurrer, and farther answer should be necessary and required of them, your respondents for answer to said bill, answering say:-

That it is true that on the 20th. day of Jan., 1891, the Frick Company of by some of its agents sold to said Ezekiel Lunsford, M. L. Lunsford, Silas Griffin, J. B. Quinley, R. A. Quinley and Caleb Quinley, a certain saw-mill, engine, boiler, and their fixtures for the sum of \$1736.00, payable in four installments, as follows, viz:-

Note due in 90 days after its date \$300.00

Note payable in six months after date 478.66 $\frac{2}{3}$

Note payable in twelve months after its date 478.66 $\frac{2}{3}$

Note payable in eighteen months after its date 478.66 $\frac{2}{3}$

Each of said notes were negotiable and payable at the Powell's Valley Bank in this State, to-witt, in the town of Jonesville, Va., and they each bore interest from their date, that is from the said 29th. day of Jan., 1891 untill paid. It is also true that the said Frick Company on the said 20th. day of Jan., 1891 took from the said purchasers of said mill etc. a deed of trust to secure the

payment of said several notes, in which deed of trust they conveyed to J. R. McDowell as trustee the same property which they got from the said Frick Company, and also all the lands which they, or either of them owned in Lee County, Va., and whereon they then resided, or then had title thereto; that it is also true that afterwards, to-witt, on the day of 1891, and before said notes were paid, ^{and hereunder} the said Frick Company assigned said notes for a valuable consideration to your respondents; that the said Frick Company on the 8th. day of April, 1891 took from the said complainants another deed of trust to farther secure the payment of said several sums of money; that exhibit "B" filed with complainants bill is the last deed of trust taken, and reference is here to the same for its purport, and objects; that it is also true that the said Ezekiel Lunsford, afterwards, to-witt on the day of 1891 departed this life, intestate; that M. L. Slemr was appointed and duly qualified as the administrator of the estate of the said Ezekiel, and as such administrator took possession of what personal estate the said Ezekiel had at his death and that the County Court of Lee County on the motion of your respondents appointed the said R. L. Pennington to execute the trust in said deed of April, 8th., 1891, in room and stead of the trustee J. R. McDowell; that the said Pennington had the land mentioned in this deed advertised for sale on the 4th. day of June, 1894 for the purpose of paying the remainder of the unpaid purchase money on the said saw-mill, etc., sold as aforesaid to the said complainants and said Lunsfords. Your respondents do not admit all the payments on said notes, which said complainants set out in their bill. Your respondents aver, charge and allege that the following are all the payments that were made to them, to-witt,

April, 24th. 1891 Cash paid on sight draft \$157.14

May 28th. 1891 Cash by D. C. Sewell's ckeck 148.00

Sept. 14th. 1891 Cash paid on a sight draft 150.00

Nov. 6th. 1891 Cash paid on a sight drzft 100.00

May 25th. 1892 Cash paid on a sight draft dated

Jan. 28th. 1892 and paid Feb. 3 or 8th. 1892.....	\$100.00
Sept 22 1892 Cash of Pennington & Goins	45.00
Nov. 25th. 1892 Cash paid by A.M.Goins	45.00
Feb. 20th. 1893 By proceeds of sale of saw-mill	450.33
Feb. 20th 1893 By Saw, belting etc., etc.	70.00
June 6th 1893 By cash from J. M. Lucas ..l.....	101.50
Oct. 17th. 1893 By cash from J.M.Lucas ..l.....	104.00
May 16th. 1894 By cash from J.M.Lucas ...lll..l.....	142.75

From a comparison of the foregoing statement and the statement of the complainants there is no contention as to the amount of payments, except as to \$10.00 attorney's fees in the two \$45.00 credits, and the amount of attorney's fees in the mill sale and the commissions of the trustee who sold the said mill, and also \$100.00. Your respondents admit being paid the draft of \$100.00 filed with said complainants bill marked "D", but they allege that is the same payment and the same money which your respondents give credit as of May 25th. 1892. This draft was drawn on the written request of the said complainants, and by the respondents deposited in the East Tennessee National Bank of Knoxville, Tenn. for collection, which bank forwarded it to the Powell's Valley Bank for presentation and collection, which Bank did collect and in the course of business remitted to the said East Tennessee National Bank. Your respondents were not informed by the East Tennessee National Bank that the said draft had been paid by the said complainants untill the 25th. day of May, 1892, so that your respondents gave credit as of that day, and so informed the said plaintiffs. Your respondents deny ever being paid but two \$100.00 payments.

From an inspection of the notes which said parties executed it will be seen that they contract to pay all attorney's fees, in the event said notes were placed in the hands of an attorney for collection. and likewise in said last mentioned deed of trust they also contract to pay all attorney's fees attending the execution

12-4995 TENNESSEE.

12-88-1/2 M

\$178.60 2/3

Dated at Jonesville on January 20
Twelve months after date

1891

On the 6th day of 1891, FOR VALUE RECEIVED, we or either of us,

of Leamy Hallers Post Office, County of Lee, State of Virginia

promise to pay to FRICK COMPANY, in order Seven hundred & Seventy eight 66 2/3
cents to the order of Leamy Hallers Post Office, County of Lee, State of Virginia

Payable and negotiable, without offset, at Roswell Valley Bank of America, with interest at SIX PER CENT.
per annum from date until paid; and, if not paid in full at maturity, or if there is any breach of any of the terms of this note, and this note is placed in the hands of an attorney or collecting agent
or officer, it is agreed that ten per cent. on the amount remaining unpaid shall be added and collected as a fee or commission to such attorney, agent or officer. The makers and endorsers of this note severally
WAIVE PRESENTMENT FOR PAYMENT, PROTEST AND NOTICE OF PROTEST AND NON-PAYMENT and all relief from valuation, appraisement, exemption, homestead and stay laws, as to this note.

This is one of a series of notes of even date herewith payable to the order of FRICK COMPANY, and it is agreed that this note may be treated as due and may be sued upon immediately upon
default or other breach of any of the notes of the series.

Artist
J. L. Oudemore
as a receipt
leaves truly

Signature of Leamy Hallers

Dealer's Name.

Dealer's Postoffice.

Signature of Leamy Hallers
Cabb Durnley

See that all notes are carefully filled out and signatures plainly written. All notes must invariably be made payable at some bank. Make no alteration or erasures in the form without our instructions.

No. 14073 Ezekiel Lunsford
P. O. Cany Hollow Va
Bank Powells Valley Bk
\$ 478 66 Due Jan 28 1892
Add 2896 Interest from date
17 Mos. 3 Ds. 6 per cent.

For value received waiving presentment for payment protest and notice thereof, the payment of the within note at maturity, or any time thereafter, is guaranteed

by Pay Powells Valley Bank
For Collection and prompt returns.
FRICK COMPANY, WAYNESBORO, PA.

Pay Greer Machy Co.
For Collection and prompt returns.
Frick Company

June 9/93
By Cash per J. M. Lucas \$8.70
Nov 17/93
By Cash per J. M. Lucas \$104.00
5746-94
By Cash per J. M. Lucas 142.75

This Note is Secured by Chattel Mortgage.

No. 14073 Filed Jan 28 1892
Note. Order No. 10471

of that deed of trust. Your respondents file here the last of said notes remaining unpaid; the other three were like it, except as to amt. and time of payment; the other three were mailed to the said complainants, or to some of them when they were paid, and are not in the possession of your respondents. At the time of the execution of these notes and said deed of trust the Courts of this State had not passed on the vallidity of of such contracts, nor had they been passed on at the time of said payments. These attorney's fees were settled by the said complainants, and by their consent, and your respondents are advised that ~~xxxx~~ ^{xxxx} although they may be treated by the Courts as a penalty, and can not be enforced, yet when they are paid they can not be recovered from those receiving them.

As to whether the said trustee made his report to the comr. r your respondents are not advised, but they say they are advised that that matter is immaterial to them, that such thing is a matter between the said complainants and the trustee, in other words your respondents are not responsible for the defeliction in the duties of the said trustee.

Again the said complainants set out that the purchasers of the said saw-mill, engine, boiler etc. had an arrangement amongst themselves, whereby each was to have a certain interest in the property purchased, and that each was to pay a certain portion of the purchase price of said property. How this was, your respondents do not know, and they are advised that such an arrangement can not in law or equity stay the collection of their said debt untill certain equities can be sttled among themselves. Your respondents are advised that each of the said complainants are as much bound to pay their said debt as another, and that your respondents can pursue any course allowed them by law to collect their said debt, and in doing so the said complainants can not complain. of the course pursued by them. Said complainants allege that the said Ezekiel Lunsford had land in this County at the time he signed and executed said deed of trust

dated Jan. 20th. 1891

dated Jan. 20th. 1891, your respondents have enquired and have had the records of the County Court of this County searched and they have failed to find that he owned a single foot of land at the time said deed was executed, or at any other time. On the contrary your respondents deny that he or the said M. L. Lunsford owned any lands in this County at the time of execution of the said deed of trust, or that the said Ezekiel died possessed of any lands. Your respondents deny that there has been one cent of the fund arising from the sale of said mill misapplied, so as that they would be responsible for such misapplication. Your respondents are advised that the trustee who sold said mill was as much the agent of the complainants as he was the agent of theirs, that your respondents are only bound to account for such money as such trustee turned over to them, and they here assert that said trustee only paid your respondents the sum of \$475.33, as the proceeds of the said sale.

When the said Complainants made the foregoing payments, they did not give any directions as to how such payments should be applied, so your respondents applied them as indicated in their letter of Jan. 11th. 1894 to the said complainants. Out of all the payments made on the said mill etc. only \$35.00 was applied to the payment of attorney's fees. Your respondents can not say how much said trustee retained as and for his commissions, they can only tell that he turned over to them the sum of \$475.33 as and for the sale of the saw-mill etc..

Now having answered as fully as they are advised it is material for them to answer, the said respondents pray to be hence dismissed with their reasonable costs in this behalf expended. And they will ever pray, etc

P. M. Huntington p.d.

Your Machine to
ask Answer &
summary

Silas Griffin et al

Filed at 2nd July Rules

1894

ATB Munsey
Clerk

Virginia: In the Circuit Court of Lee County.

Silas Griffin, et al

Against (In Chancery.

Greer Machinery Company., et als.

To the Honorable W. T. Miller, Judge of the Circuit Court
of Lee County, Virginia:-

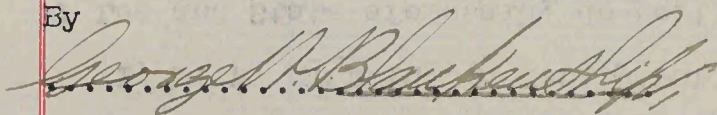
The answer of Louisa Smith, Simpson Lunsford, Juda Lunsford and Mary Lunsford, infants under the age of twenty-one years, to a bill and an amended bill filed in this honorable Court against these respondents and others by Silas Griffin and others.

For answer thereto these respondents by George W. Blankenship, their Guardian ad Litem, say that they are not informed and can not state as to the correctness or incorrectness of the allegations contained in said bill; and they ask that the Plaintiffs' be required to proceed strictly according to rules of equity, and that the relief prayed for be not granted until the said Plaintiffs have shown themselves clearly entitled thereto. They therefore place their interests in your honor's hands for protection under the law. And having fully answered so far as they are advised that it is material that they should answer, they pray to be hence dismissed with their reasonable costs. And your respondents will ever pray, etc.

Louisa Smith, Simpson Lunsford,

Juda Lunsford, Mary Lunsford.

By



Their Guardian ad Litem.

Virginia, Lee County, to-wit:-

I, E. W. R. Ewing, a Notary Public in and for the County of Lee and State aforesaid, do certify that George W. Blankenship, Guardian ad Litem, appeared before me this day in my County and made oath that the foregoing answer is true. Given under my hand this the 21st day of January, 1895.

E. W. R. Ewing
Notary Public.

Silas Griffin, et al

vs. } Ans. G. A. L.

Green Machinery Co., et als.

Filed Jan'y 21,

1895:

A. B. Munsey Clerk

Filed at 1st March Rules
1895.

Fee
\$5.00.

#15.88

Received from E. H. Pennington Cover
in the Chancery Cause of Elias Griffin
et al vs. Gear Machinery Co. fifteen
dollars and Eighty-Eight cents
paid to them. Nov. 13th 1895

A B Munsey Clerk

Silas Griffin et al. Compt's }
vs. } In Chancery.
Greer Machinery Co. Defts.

This cause came on again to be heard upon the bill of the ~~Greer~~ papers formerly read therein, and the report of Comr. E. H. Huntington, showing that he has properly accounted for all the money that came to his hands as such Comr. It is ordered and decreed that his report showing his receipts and disbursements be and is hereby confirmed; and he and his co-sureties on his bond as such Comr. is hereby released from all liability thereunder: and nothing further to be done in this cause, it is ordered to be stricken from the docket.

Gun Machinery Co.

vs. ~~at the~~ final

Silas Griffin & Co.

Entered this
Nov. 7th, 1896.
W. L. M.

Silas Griffin et al Compls
vs. J. M. Lebrun et al.
Grain Machinery Co & Co

This cause came on this
day to be further heard upon
the papers formerly read therein
and the report of Comm. E. W.
Pennington of his making a
deed to said Thomas. P. Grimes
of the Ezekiel Linsford
tract of land mentioned in
said cause, which report is
excepted to: On considera-
tion said report and deed are
highly confirmed, and said
Grimes will pay to said
Pennington five dollars for
his services on such com-
mission. And this cause
is continued.

Silas Griffin & Co

no. 12

sewer machinery Co

O. B. P. 435

Enter this
June 8/96
M. J. M.

Silas Griffin et al Compts.

vs J. In Chancery.

Grav Machinery & Co's Defts.

This cause came on this day to be again heard upon the papers formerly read therein and the report of Comr. E. H. Huntington this day filed showing the payment to him by J. P. Munsey of \$193.39 the balance due by him on his purchase of the Ezekiel Linsford tract of land, and said report being unexcepted, it is adjudged, ordered and decreed that said report and payment be and is hereby confirmed; and said E. H. Huntington is hereby appointed a special commissioner for the purpose, who will as soon as practicable make to said Munsey a deed to said Ezekiel Linsford tract of land and he will report his action to the Court during this term. And the said Huntington is hereby directed to pay said \$193.39 to said defendants.

Silas Griffin et al

vs Deane

Grain Machinery Co

O. B. P. 399

Enter this
June 2, 1896.

Silas Griffin, et al Comps

vs

Greer Machinery Co. Defts.

} In Chancery

This cause came on again this day to be heard upon the papers formerly read therein, and the report of sale of the Sunnyside land by Cour. E. W. Pennington to J. P. Mumsey, filed herein on the 22nd day of October, 1895, which report is annexed to: On consideration of all which and for reasons appearing to the Court said sale and the said report is hereby confirmed to said Mumsey; and the said Cour. Pennington will pay out to those entitled the \$68.43 Cash in his hands on the costs of this suit and commissions of sale; and he will further collect the deferred payments on said sale when they become due or the purchaser may desire to pay the same and pay the money out to those entitled in this cause, and he will report his action to Court. And it is further ordered that the said Cour. E. W. Pennington will hereafter see enough of the Grinnell & Griffin lands to pay the residue yet going to said defendants, after taking out the amount due from

said Munsey on his purchase on
the same terms and in the same
manner as he was directed in
the order entered in this cause
at the June term, 1895 of this
Court and report his action to
Court, until which time this cause
is continued.

Silas Griffing et al

vs } Greene

Greene Machinery Co.

Q. 18, 9, 2574

Enter this 1895!
Nov 9

W. L. M.

Silas Griffinet. als.

vs.

In Chancery.

Greer Machinery Co. ^{et al} Defts.

This Cause came on again this day to be heard upon the papers formerly read therein, and the report of Commissioner C.H. Jones filed herein on the 13rd. day of May, 1895, to which there are no exceptions filed: On consideration of all which ^{+ by consent of parties} and for reasons appearing to the Court, it is adjudged, ordered and decreed that said report be and the same is hereby confirmed, and it is further adjudged, ordered and decreed as follows:

1st. That the injunction heretofore, to-wit, on the 6th. day of June, 1894, granted to said plaintiffs, restraining and inhibiting the said defendants from selling by virtue of their deed of trust the lands in bill and proceedings mentioned, be and the same is hereby annulled, vacated, set aside and dissolved;

2nd. That the said Greer Machinery Company recover from the said M.L. Slomp administrator of the estate of Ezekiel Lunsford deceased, Silas Griffin, Belle Griffin, J.B. Quinley, Priscilla Quinley, Caleb Quinley, Nancey Quinley and M.L. Lunsford the sum of \$288.22 with legal interest thereon from the 16th. day of May, 1894, till paid and their costs in this suit, and that Silas Griffin, J.B. Quinley and R.A. Quinley recover from M.L. Slomp administrator of the estate of Ezekiel Lunsford and M.L. Lunsford the sum of \$59.82 with legal interest thereon from the 3rd. day of June, 1895, till paid, and;

3rd. That unless said M.L. Slomp admr. of the estate of Ezekiel Lunsford, Silas Griffin, Belle Griffin, J.B. Quinley, Priscilla Quinley, Caleb Quinley, Nancey Quinley and M.L. Lunsford, or some one for them shall pay to the said Greer Machinery company said sum of \$288.22 with interest

thereon from the 16th. day of May, 1894, till paid and the costs of this suit, and unless the said M.L. Slomp admr. of the estate of Ezekiel Lunsford and M.L. Lunsford or some ^{one} for them shall pay to the said Silas Griffin, R.A. Quinley and J.B. Quinley said sum of \$59.82 with legal interest thereon from the 3rd. day of June, 1895 till paid within 30 days from the rising of the Court, then E.W. Pennington who is hereby appointed a special commissioner for the purpose, after advertising the time, terms and place of sale by written or printed notices posted for thirty days at the front door of the Court-house of Lee County, and at Wright Stickley's store and in the neighborhood of the lands hereinafter decreed to be sold, at the front door of the Court-house of said County, on some Court day at public outcry and to the highest and best bidder, will proceed to sell, first, the Ezekiel Lunsford tract of land ~~from the sewer right of Malinda Lunsford~~ sometimes called the 105 acre tract, or enough thereof to pay said sums decreed to the said Greer Machinery Company and to the said Silas Griffin, J.B. & R.A. Quinley, and the interest thereon and the costs of this ^{that is,} suit. But if said Ezekiel Lunsford ~~or~~ said 105 acre tract of land does not pay the costs of this suit, commissions of sale and the said sum of money decreed to the said Greer Machinery Company and the interest thereon, then the said Pennington will in the same manner as he is directed to sell the said 105 acre tract proceed to sell the 14 acre tract of land belonging to Silas Griffin and wife, the 2 acre tract belonging to ^{J.B.} ~~Caleb~~ Quinley and wife, and the \$ 47 acre tract belonging to Caleb Quinley and wife and described in the deeds of trust executed ^{to Friends Company} ~~and parties~~ ^{now} to secure the payment of the said debt, going to the said Greer Machinery Company, or enough thereof to pay any remainder due to said Greer Machinery Company after taking out the

net purchase price of said 105 acre tract. Said Commissioner Pennington shall make said sale on a credit of 9 and 18 months time, except a sum sufficient to pay the costs of this suit and the commissions of sale, he will require to be paid down by the purchaser, and for the said deferred payments he will take bonds payable to himself as such commissioner, bearing interest from date of sale and with approved security, which bonds he will collect when due. But before proceeding to enter upon the duties imposed upon him by the terms of this decree, the said Pennington will execute bond before the clerk of this court in a penalty of \$700.00 conditioned to faithfully account for all monies he may receive hereunder and to faithfully discharge his duties as required of him by law. And he will report his action to Court, and this cause is continued.

Silas Kniffin et al
vs { Decree for Sale of
Greer Machinery Ltd.

O.B.
Page 195

Enter this
June 4 1895
M. L. L.

Silas Griffin et als.

Plaintiffs

against

Greer Machinery Co et al Defendants

In Chancery

This cause came on to be heard upon the bill of the plaintiffs and exhibits therewith, the answer of the defendant Greer Machinery Co and exhibits therewith, ^{with general replication thereto,} and the depositions of witnesses, and was argued by counsel.

On consideration thereof it is adjudged, ordered and decreed that the plaintiffs are entitled to credit for the \$35.00 attorneys fees improperly collected by the defendant Co, ^{but are not entitled to any credit on account of} ~~and~~ ^{in motion} of the ~~defendants~~ ^{plaintiffs} leave is granted them to file an amended bill in the cause making the administrator & heirs of Ezechieb Lunsford decd. parties defendants in this suit, and the cause is remanded to rules to be matured on said amended bill.

Silas Griffin also

vs. Deere

Greer Machinery Co. ^{also}

Entered in lib.

Q.B. Page 179

Enter this record

M. J. M.

Nov 17th 1894.

Silas Griffin et als.

against

Defts

In Chancery

Greer Machinery Co et als Defts

On motion of the plaintiffs, ^{and exhibits therewith} ~~and exhibits therewith~~ presented their bill ^{and exhibits therewith} ~~and exhibits therewith~~ according to law, ~~and exhibits therewith~~. An injunction is granted them restraining and inhibiting the defendants from selling the ^{in the bill mentioned} ~~the~~ ^{of the plaintiffs} ~~the~~ ^{until the further order} ~~of the Court~~. But this injunction is not to be effectual until the plaintiffs, ^{or some one for them} ~~execute bond before~~ the Clerk of this Court, with security, in the penalty of Five hundred dollars, conditioned ~~accord-~~ ^{all} ~~ing to law~~, for the payment of ^{all} ~~such~~ costs & damages as may be awarded against them in case this injunction shall be hereafter dissolved.

416.23
 $\frac{3}{2}$
 124869
 20811
 145680

1500
 4.00
 5.00
 25-
 4.75-
 70-
 5.45-

Dallas Griffin & Co
 vs { Order
 Greer Machinery Co

Entered on Chaney Ord Book 4 P 1

144
 6-
 28
 288
 5.76
 144
 7.20
 288
 288.20

74.40 ✓
 8.70 ✓
 104.00
 142.75-
 329.85-
 18.40 ✓
 348.25-
 8-
 1-

Lucas.

\$101.50 June 6/93.
 104.00 Oct 17/93.
 142.75 May 16/94.
 348.25-

25-
 109-
 250
 12
 324.77
 295.20
 29.57
 27.62 1/2
 1.95-

324.77
 35.00
 289.77

Enter this order

W J M

June 6th 1894.

The depositions of J. B. Thimley

before the undersigned ^{taken pursuant to} ~~Notary Public~~ ^{Notice} herewith filed, at the law office of
Mr Blankenship & Ewing, in Jonesville Va.
on the 11th day of October 1894, which are
intended to be read as evidence in behalf of
plaintiffs in a certain suit in Chancery now
pending in the Circuit Court of Lee County Va.
in which Silas Griffin and others are plaintiffs
and Greer Machinery Co and R. L. Pennington
trustee are defendants,

Present James W Orr counsel for plaintiffs and
R. L. Pennington of counsel for Defts.

J. B. Thimley a witness of lawful age and being
duly sworn, deposes and says. —

Ques by Plffs Counsel. — Are you one of the plaintiffs in this
cause, and one of the parties who executed
the deeds of trust in the bill mentioned?

Ans. I am.

Ques 2. What representation, if any, did Ezekiel Lunsford
make at the time of the execution of the first
deed of trust as to what real estate he owned
in this County? (Objected to by Pen-
nington).

Ans. He said he owned 105 acres.

Ques 3. Who paid the credits or payments, dated Sept 22nd &
Nov 22nd 1892, respectively, and what were the amounts
of those payments?

Ans. The two payments were paid to Mr A. W. Souice and each payment was \$50⁰⁰

Ques 4. Were you present when the Boiler, Engine and saw mill were sold under the deed of trust by McDannell, Trustee, and if so for what sum was it sold?

Ans. I was present and it sold for \$500.⁰⁰. It was sold in Foursville, Va.

Ques 5. You will please look at Exhibits "C" & "E" with plaintiffs bill, and state whether these letters & statements were received by you or any of your associates by or through the mail?

Ans. They were as well as several other communications.

And ~~more~~ this witness does not say.

J. B. Quinley

Silas Griffin another witness of lawful age, and being duly sworn deposes and says.

Ques 1. Are you one of the plaintiffs in this suit and one of the parties who executed the two deeds of trust?

Ans. I am.

Ques 2. What statement did Ezekiel Lumsford make at the time of the execution of the first deed of

trust in regard to what land he owned?

Objected to By Permission

Ans. He stated that he owned 105 acres of land in this county, on which he then lived.

Ques 3. Is that the land on which his widow and some of his heirs now reside and where is it situated?

Ans. This is the same land. It borders on Tennessee line, near Mulberry Gap, and lies in Lee Co., Va.

Ques 4. Have you had any information from any of his heirs, since the institution of this suit in regard to a deed to said Ezekiel Lunsford for said land and if so what was it?

Ans. I have. M. L. Lunsford told me that his mother had the deed that was made to her husband in her possession. Ezekiel Lunsford bought this land from Adam Hopkins. M. L. Lunsford is Ezekiel Lunsford's son.

Ques 5. Where do the widow & heirs of Ezekiel Lunsford reside?

Ans. In Lee County, Virginia, on the land above referred to, except M. L. Lunsford, who lives in Tennessee. And more this witness does not say.

Silas Griffin

J. A. G. Hyatt, another witness
of lawful age being duly sworn
says:-

Ques 1. Are you Commissioner of accounts for this,
Lee County Va, and ^{were} you such Commissioner, on
the 20th day of Feb 1893, and have you been
acting as such Comr. ever since?

Ans I am Commissioner of accou
nts for Lee County, and was
such comr on the 20th Febry 1893
and continued in such office
to this date -

Ques 2. Did J. R. McDowell as trustee, at any time
return to you as such Commissioner of accounts,
an inventory of the property sold by him as such
trustee on the 20th day of Feb 1893, and an ac-
count of said sale, within 4 months after the
said 20th day of Feb 1893, or at any other time?

Ans. He did not, nor has he, as
such Trustee, ever reported
any sale to me at any time.
And further this witness saith not,
J. A. G. Hyatt

J. B. Quincy being recoll'd, depos-
es as follows:

Silas Griffin witness sold to

& M. L. Sinsford

Roby Boll in March, 1891, their
interest in the saw mill here in
question. Boll & Sinsford were to pay
the remainder of unpaid purchase
money. Consequently I cannot state
as to the \$100⁰⁰ in controversy.
And now the witness does not say.

J. B. Quirley

No other witness appearing, further
taking of these depositions is con-
tinued until ~~Oct. 13~~ ^{Oct. 13}, at the same
place & between the same persons.

E. W. R. Ewing, N.P.

Office of

Over, Bankership & Ewing.

Oct. 13, 1894.

No witness appearing, further taking of
these depositions is continued until
Monday morning ^{next} at the same
place and between the same
persons. Given under my hands.

E. W. R. Ewing, N.P.

Office of
Orr, Blankenship & Ewing,
Jonesville, Va. Oct. 15, '94.

No witness appearing today, further
taking of these depositions is con-
tinued until tomorrow morning
same place and between the
same hours.

E. W. R. Ewing, N. P.
Office of
Orr, Blankenship & Ewing.

No witness appearing today, the tak-
ing of these depositions is con-
tinued until Monday morning next
same place shown. This Oct. 16, 1894.

E. W. R. Ewing, N. P.
Office of
Orr, Blankenship & Ewing,
Jonesville, Va.

No other witness appearing, further
taking of these depositions is con-
tinued adjourned until Saturday, ten
o'clock, Oct. 27, 1894, at Haden's school
house, Lee Co., Va., this Monday, Oct. 22, 1894.

E. W. R. Ewing, N. P.

Moden's School House, Va.

Oct. 27, 1894.

William Lunsford, another witness of
lawful age, being duly sworn,
says:-

Sworn by Plffs Counsel.

Ans. What is your age and where do you reside?
My age is 28 years. I live near
Mulberry Gap, in Lee County, Va.

Ques Are you a son of Ezekiel Lunsford deceased?
Ans. I am.

Ques When did your father the said Ezekiel
die?

Ans. He died Feb. 8, 1891.

Ques Where did ^{he} reside at the time of his death?

Ans. He resided in Lee County, Virginia,
near Mulberry Gap, near Tennessee
line.

Ques What real estate did he own at the time of
his death and where is the same situated?

Ans. He owned a tract of land on
which he lived at time of his
death, and on which his family
now live. Said land is situated in
the neighborhood of Mulberry Gap, a
part being in Tennessee and a part in
Virginia. Of the part in Va. there is
75 to 100 acres. I do not know how
much there is in Tennessee. This

Tennessee land he purchased from John Parkey. The land in Va. was purchased from Adams Hopkins and Sallie Fletcher. This Va. land is adjoining the lands of Harve Thompson on East, & John line on South, & on West I think it joins Colvin Jones, on the North I am not sure whom.

Ques Did your father acquire this land on the 20th day of January 1891?

Ans. Yes, he did.

Ques Had he deeds of Conveyance for the ^{said} land in Va. from Adams Hopkins & Sallie Fletcher?

Ans. It was my understanding from father that he had deeds from each, and that he had fully paid for the same.

Ques What is this land in Va. reasonably worth?

Ans. I think it is reasonably worth \$6⁰⁰ per acre.

Ques Will you please give me the names and residence of the widow & heirs of said Asahiel Lumsford deceased?

Ans. The widow is Malinda Lumsford, and has lived on this land until recently, but is now in Tenn. & says she will now live there. This her son M. L.

Lunsford, who lives in Tenn., & myself, I live in Va.; Luisa Smith who lives in Va., Simpson Lunsford, who lives in Va.; Julia Lunsford who lives in Va.; Mary Lunsford who lives in Va. All the heirs are under age except Dow (M. L.) and myself.

Ques Do you know who has the deeds for the land in Va, and if so who is it?

Ans. I do not know. I have looked recently among father's papers, but could not find them.

And where this witness does not say.

Wm Lunsford

Adams Hopkins, another witness of lawful age bring duly sworn, deposes and says:-

Ques What is your age & occupation & where do you live?

Ans. I am 50 years old, I reside near Mulberry Gap, & am a farmer by occupation.

Ques State if you sold a tract or parcel of land at any time to Ezekiel Lunsford deceased at any and if so when was it and where does the land lie?

Ans. I did sell to said Lunsford a tract of land containing about 60 acres. This is a part of the land on which he

lived at time of his death, & on
which his family now lives. Previous
to this sold I had sold to ~~Sollie~~ an-
~~Fletcher~~ other party a tract of land
adjoining this, containing about
about 25 acres, and on Sollie Fletcher
~~having~~ become the owner of the said
25 acres before I had conveyed the
same. Afterward she sold it to
said Lunsford, and at the time I
conveyed to Lunsford the 60 acre tract
I at the request of said Fletcher & Luns-
ford included in the deed of con-
veyance ^{to} to said Lunsford the
said 25-acre tract. The purchase
money had all been paid to me
and I conveyed as before stated. The
deed was duly acknowledged and
delivered to said Lunsford some
7 to 9 years ago. This land
lies in Lee County, Va., and
in the neighborhood of Mulberry
Gap, Tenn. This land adjoins the
lands of Johnathan Smith, Horre
Thompson, Leoline Jones and
probably others. My wife joined
with me in said deed.

And more this witness does not

Attendance. 209.
1 day.

Adams ^{his} & Hopkins.
more

Virginia.

Lee County, to wit:

I, E. W. R. Givins, a Notary Public for the county of Lee, State aforesaid, do hereby certify that the foregoing depositions of J. B. Lumsley, Silas Griffin, J. A. G. Hyatt, Wm. Lumsford and Adams Hopkins, were duly taken, sworn to and subscribed before me, at the times and places, and for the purpose in the caption heretofore mentioned.

Given under my hand this the 27th day of Oct. 1894.

E. W. R. Givins, N. P.

Silas Griffin, et al.

vs. } Depo.

Greenwich Co., et al

Received from E. M. R. Ewing
the Notary before whom taken
and filed this the 1st day of
November 1894

A. B. Munsey Clerk

Peffer

Costs

Sh. Weston

\$ 1.50

Witness

.50 pd.

Notary by atty. W. O.

Notary

8.00

\$ 10.00

25
00
7.50

To Messrs. Silas Griffin, J.B. Quinley and Caleb Quinley
and Madams Bell Quinley, Pricilla Quinley and Nancy Quinley:-
You are herby notified, that on the 22 day of October, 1894
at the office of the Greer Machinery Co. in the City of Knoxville
Tenn, between the hours of 8 A.M. and 8 P.M., we shall
proceed to take the depositions of O. Schmalzried and others
to be read as evidence in our behalf, in a certain suit in
chancery, depending in the Circuit Court of the County of Lee
wherein we are defendants and you are plaintiffs, and if from
any cause the taking of the said depositions be not commenced,
or if commenced be not completed on that day, the taking
thereof will be adjourned from day to day, and from time
at the same place and between the same hours, untill the
same is completed.

Yours very truly,

Greer Machinery Co.,

By *Wm. H. Prosser*
Att'y for Deft.

Greer Mc'y Co.,

vs. ads.: Notice Take Dep.

Silas Griffin, et al.

.....

I, as attorney for the

plaintiffs accept ser-

vice of the within notice *for*

Silas Griffin, Bell Griff

Caleb Quinley, Pricilla

Quinley, J.B. Quinley, and

Nancy Quinley. This Oct.

11, 1894.

*James W. Orr, atty
for Pffs, alone
mentioned*

Greer Machinery
Ads & Depositions
Silas Griffin et al

Received by mail
in good condition
and filed this the 9th
day of November 1894
A. B. Munnay Clerk

Melroy Jr	\$ 2.00
O Schumacher & W	1.00
Buffington W	1.00
	\$ 4.00

State of Tennessee)

County of Knox)

) Depositions of O.Schmalzried, ^{and} W.E.Buffington ~~and~~

~~J.M.Greer~~, witnesses, taken before me, H.T.Cooper, a Notary Public for the County of Knox, in the state of Tennessee, on the 22nd day of October, 1894, and the other days hereinafter mentioned, in pursuance of the annexed notice, at Knoxville, in the County of Knox, and State of Tennessee, between the hours of 8.A.M. and ^{4 P.M.} to be read in evidence in a suit in which Frick Co. are plaintiffs, and Silas Griffin, J.B.Quinly and Caleb Quinly, and Madams Belle ^{Quinly}, Pricilla Quinly and Nancy Quinly, are defendants, pending in the Circuit Court, for the County of Lee, in the State of Virginia.

O.Schmalzried, being duly sworn, deposeth and saith in answer to interrogatories as follows:--

Ques.1 What is your age, residence and occupation?

Ans.- Age 33; Residence Knoxville, Tenn. am Book-keeper by occupation.

Ques.2 How long have you been employed by the Greer Machinery Co and in what capacity?

Ans. I commenced as book-keeper for the firm of J.M.Greer & Co in January 1887, and continued with them in that capacity until Feb. 2d 1891, when the firm of J.M.Greer & Co. was succeeded by the Greer Machinery Co. and I have been in the employ of the Greer Machinery Co. as its Treasurer, ever since its organization up to the present time.

Ques 3, Do you know the defendants in this action?

Ans. I do not.

Ques. 4, Did the firm of J.M.Greer & Co. sell to the defendants a Saw Mill outfit, and if so state all you know in regard to the sale?

Ans. In the early part of November 1890, J.M.Greer & Co. received through C.K.Brown, an order to Frick Co, of Waynesboro, Pa., dated Oct

17th, 1890, for One 20 Horse Power Eclipse Engine and One No. 2 Saw Mill with Top Saw Rigging, and One 48 in Saw and 60 ft. of 10 in. 4 ply Rubber Belting. This order was signed by Ezekiel Lunsford, Silas Griffin, R.A. Quinly, M.L. Lunsford and J.B. Quinly, and in this order they agreed to pay for the machinery, in addition to the freight on the same from the factory, \$1736.00 as follows: Cash in hand \$300.00, Note due in 6 months \$500.00, Note due in 12 months \$500.00, and note due in 18 months for \$436.00, said notes were to bear interest from the date of their execution, and were to be secured by a trust deed as shown on the back of the order, which order I file herewith as Exhibit "A" to this my deposition.

Ques. 5, Was the machinery, described in Exhibit "A", shipped to the parties in accordance with the order?

Ans, Yes, on November 20, 1890 the machinery was shipped by Frick Co, from Waynesboro, Pa. to Duffield, Va. and consisted of One 20 H.P Engine No. 5089, on Sills, with Pump and Heater, One No. 2 Saw Mill with top saw rig, No. 1320, and On Dec 18, 1890 there was shipped from Knoxville, Tenn. to the same destination One 48 in. Saw, One 30 in. Top Saw and 60 ft. of 10 in. 4 Ply Rubber Belting.

Ques 6, Did the purchasers of this Saw Mill outfit ever advise you or make any complaint that the machinery was not in accordance with the order?

Ans, I never heard of any complaint, and there is no record in this office of the parties ever making any complaint, or advising that the machinery was not as it should be.

Ques. 7, Did the purchasers settle for this machinery, and, if so, how?

Ans, Yes, about Jan 31, 1891 there was received at the office of J.M. Greer & Co, from A.L. Pridemore, of Jonesville, Va., four notes, each dated January 20, 1891, payable to the order of Frick Co. and

signed by Ezekiel Lunsford, J.B.Quinly, Silas Griffin, R.A.Quinly, M.L.Lunsford and Caleb Quinly, said notes matured as follows: one note in 90 days for \$300.00, one note in 6 months for \$478.66 2-3, one note in 12 months for \$478.66 2-3 and one note in 18 months for \$478.66 2-3. The Cash payment specified in the order was settled by the 90 day note above referred to, and the payment of this note was guaranteed by M.L.Slemp and W.H.Martin, and all the notes were secured by a trust deed in accordance with the conditions of the order--Exhibit "A"

Ques.8, Were any payments made on the notes above discribed, and if so, how and when, state fully all that was paid?

Ans, Yes, On April 24, 1891 Greer Machinery Co received at this office a letter written by D.C.Sewell, dated at Jonesville, Va on April 21, 1891, and in this letter he enclosed a check signed by M.L. Slemp for \$157.14, with directions to apply it as a credit on the first note executed by the parties to this purchase, and on May 28, 1891 Greer Machinery Co received a letter, written by D.C.Sewell, dated at Jonesville, Va, May 27, 1891, by which he enclosed his check No.47 for \$148.00, which check was applied as settlement in full for the balance due on the \$300.00 Note.

On September 9th 1891 the Greer Machinery Co. made sight draft on Lunsford, Quinly et als for \$150.00. This draft was reported September 14, 1891, by the bank as paid, and was accordingly entered as a part payment on the second note, which matured 6 months after date.

On November 6, 1891 the Greer Machinery Co, made sight draft on Lunsford, Quinly et als for \$100.00, which was reported by the bank as paid, and they were given credit for the amount of this draft, as of date made, on the same note maturing in 6 months, making in all \$250.00 paid on the second note up to this time, and this seems to have been understood by Lunsford, Quinly et als, as will be seen,

from their letter dated Jan 8, 1892, which I file herewith as Exhibit "B" to this my deposition.

On January 27, 1892 the Greer Machinery Co. received a letter dated January 24, 1892, which letter was without signature, but concluded it was from Quinly, Lunsford & Co., which letter I file herewith as Exhibit "C" to this my deposition, and in accordance with this letter the Greer Machinery Co. on January 28, 1892, made sight draft for \$100.00, which draft they were subsequently advised by the bank was paid, and they were given credit for the same under date May, 25th 1892, on the same note maturing in 6 months. This was all that was ever paid to the Greer Machinery Co. on this claim by anyone, until September 22nd 1892 the Greer Machinery Co. received from Pennington & Goins, A.M. Goins' check No. 360 for \$45.00, which was applied as a payment on the 6 months note--this note having been sent August 2, 1892 to Pennington & Goins for collection, and on Nov 29, 1892 the Greer Machinery Co received from A.M. Goins his check No. 424 for \$45.00, which was applied as a payment on the 6 months note. This was all that J.M. Greer & Co or the Greer Machinery Co. ever received on this claim until February 20, 1893, at which time, by order of Frick Co., the Mortgage was foreclosed as to the machinery, and the machinery was sold at Public Sale by J.R. McDowell, Trustee, for \$500.00. The Trustees expenses and charge for services amounted to \$24.67, and the attorneys Pennington & Goins charged for services in foreclosing the mortgage \$25.00, making a total of expense of foreclosing the mortgage \$49.67. which amount deducted from the amount of sale, left the net proceeds of the sale of machinery \$450.33, which was applied as a payment on the note maturing in 18 months.

On February 21, 1893 Quinly Bros & Griffin agreed to turn over to the Greer Machinery Co. 64' 10" 4 ply Rubber Belting, 1 60" Atkin Saw, 1 B22 Penberthy Injector, 1 Edger with 12" Saw, and 50' 6" 3 ply Rubber Belting, which agreement I file herewith as Exhibit "D" to this

my deposition, and in accordance with this agreement they were given a credit of \$70.00 on the note maturing in 18 months.

On February 28, 1893 Caleb Quinly, Silas Griffin, J.B. Quinly, R.A. Quinly, and J.M. Lucas, entered into an agreement, by which J.M. Lucas purchased some timber from the defendants, which agreement I file herewith as Exhibit "E" to this my deposition. In accordance with the terms of this agreement J.M. Lucas executed four notes, dated March 6, 1893 and maturing as follows: One note due June 6, 1893 for \$100.00, One note due September 6, 1893 for \$100.00, One note due November 6, 1893 for \$100.00, and one note due March 6, 1894 for \$165.00. The above four notes were drawn in favor of the Greer Machinery. subject to the terms of the agreement between J.M. Lucas and the defendants in this action--Exhibit "E" which provides that the notes were to be taken and held by the Greer Machinery Co. only as collateral security for amount due Frick Co.

On June 7, 1893 the Greer Machinery Co received from J.M. Lucas \$101.50, which was in full for his note due June 6, 1893, and was applied in full for the balance due Frick Co on the 6 months note \$74.40, and in full for the balance due Frick Co on the 18 months note \$18.40, and the balance \$8.70 was applied as a partial payment on the 12 months note.

On Oct 17, 1893 the Greer Machinery Co received from J.M. Lucas \$104.00, which was in full for his note due Sept 6, 1893, and was applied as a partial payment on the note due in 12 months.

On May 16, 1894 the Greer Machinery Co received from J.M. Lucas \$142.75, which was applied as a partial payment on the note of the defendants due in 12 months, and the forgoing includes everything that was ever paid to J.M. Greer & Co or the Greer Machinery Co. by the defendants and all that was ever paid by anyone for them on this claim.

About the time of the foreclosure of the mortgage on the Machinery the Greer Machinery Co was advised that a judgement for \$225.00 against A. Clifton, had been assigned to the Greer Machinery Co. as collateral

security on this claim, with the understanding that the proceeds were to be applied to the credit of Lunsford, Quinly et als when collected. This information was received from A.M. Goins, and I file herewith his letter dated March 15, 1893 as Exhibit "F" to my deposition; but there was nothing received by the Greer Machinery Co. on this Judgment, and they were advised that A. Clifton enjoined the collection of the same, and at the term of Lee County Court, which closed in November 1893, the injunction was decided in favor of Mr. Clifton, and I file herewith letter dated Nov 27, 1893 from A.M. Goins as Exhibit "G" to my deposition.

Ques. 9, What was the custom of J.M. Greer & Co., and Greer Machinery Co regarding drafts. Did they credit them to the parties at the time they made the draft or at the time they are advised of the payment.

Ans, It was and is yet their custom to credit the drafts after they are advised by the bank that the draft has been paid.

Ques. 10, You say you made draft for \$100.00 January 28, 1892 and that you placed the amount to the credit of the defendants under date May 25, 1892. Are we to understand by this that the bank did not advise you of the payment of this draft until May 25, 1892?

Ans, I find no record of the date the bank advised us of the payment of this draft. The collection was made through the East. Tenn Nat'l Bank of this place" The records show that this draft was deposited with the bank Jan 28, 1892 and that they gave the Greer Machinery Co credit for the same on that date, and as the draft was paid and had already been credited to the account of the Greer Machinery Co, the bank would not be expected to make any report as to the date of payment, and the only way we could ascertain this fact would be by enquiry. About 30 days after this draft was made I had occasion to be absent until after the date it was credited May 25, 92

, and during my absence Mr. W. E. Buffington had charge of the books. He was not in the employ of the Greer Machinery Co. at the time the draft was made, and did not take charge of the books until a few days afterwards, and not being acquainted with the rules of the Company, it seems to have been overlooked by him until May 25, '92.

Ques. 11, Do your records show any other payments made in the year 1892 in addition to this \$100.00 draft?

Ans, I have examined the records very carefully, and the only payments shown to have been made in the year 1892 was the \$100.00 draft made Jan 28, '1892, and credited May 25, 1892, and \$45.00 paid by Pennington & Goins Sept 22, 1892, and \$45.00 Paid by A. M. Goins Nov 29, 1892, making in all \$190.00, which includes everything that was paid in the year 1892 so far as the records show. In addition to this, however, I understand the Attorneys collected and retained \$10.00 as their fee for making the last two named collections.

Ques. 12, Did you have any communication with any of the defendants after the draft was made Jan, 28, 1892 and before the date of credit May 25, 1892?

Ans, About the time the draft was made I notified them that the draft had been made, and on Feb 3, 1892 they replied that the draft had not been received, and I herewith file said letter as Exhibit "H" to my deposition. To this letter the Greer Machinery Co replied February 8, 1892 stating they would advise the bank to notify them when the draft arrived. Again Greer Machinery Co. wrote them under date April 29, '92 stating the amount due on their 6 months note to be \$262.73-- a copy of which I file herewith as Exhibit "I" to my deposition, but on May 18, 1892 the Greer Machinery Co, received a letter from, *B. A. Kewinly* without date, in relation to some repairs, to which the Greer Machinery Co replied May 18, 1892, and I herewith file their letter as Exhibit "J" to my deposition. This is the only communication the Greer Machinery Co had with them after Jan 28, 1892, until July 30, 92

the Greer Machinery Co received a letter from Silas Griffin, of that date, in relation to making further payments, which letter I file here with as Exhibit "K" to my deposition.

Ques, 13, In Greer Machinery Co's letter under date April 29, '92 they state the balance due on defendants note maturing July 20, 1891 ~~was~~ \$262.73. Does this refer to their 6 months note, and was the amount then due on said note as stated correct?

Ans, This refers to their 6 months note, and the amount stated \$262.73 was about correct including the interest, and by not including the \$100.00 draft bearing date Jan. 28, 1892, and which was not credited until May 25, 1892.

Ques, 14, Did you ever notify the defendants in this action as to what was yet due and unpaid on their notes. If so please file a copy of your letter?

Ans, Yes, on Jan 11, 1894 I wrote a letter to each individual whose names appeared on the notes, giving a full statement of each note, including the interest and the amount paid thereon. I made carbon copies of this letter and mailed a copy to each individual whose name appeared on the notes, and I file herewith a copy of ~~said~~ letter as Exhibit "L" to this my deposition, which shows a balance due Frick Co up to that time of \$452.21.

Ques. 15, Did the Greer Machinery Co receive a reply to any of these letters from any of the parties, if so please file said letter as exhibit to your deposition?

Ans, Yes, in February 1894 the Greer Machinery Co. received a letter dated Feb 14, 1894, written by Quinly & Griffin, which I herewith file as Exhibit "M" to my deposition. This is the only reply the Greer Machinery Co received from any of the parties.

Ques. 16, Referring to Exhibit "M" Quinly & Griffin state J.P. and R.A. Quinly and Silas Griffin have paid \$333.32. What does this

refer to and is this correct?

Ans, I suppose it refers to the payments made by J.M.Lucas under contract which he had with Caleb Quinly, Silas Griffin, J.B.Quinly and R.A.Quinly, under date February 28, 1893, which contract has already been filed as Exhibit "E" to my deposition. At this time, however, J.M.Lucas had paid only \$205.50, as shown by my answer to Question 8; but afterwards, May 16, 1894 he paid \$142.75, making in all \$348.25 as shown by my answer to Question 8.

Ques. 17, By referring to Exhibit "E" it appears J.M.Lucas agreed to pay the Greer Machinery Co \$465.00, and gave his notes to you as collateral security for this amount, but you state he only paid \$348.25. Why this discrepancy, and what disposition was made of the last two notes--one due Nov 6, 1893 for \$100.00 and the other due March 6, 1894 for \$165.00.

Ans, I understand that the timber referred to in Exhibit "E" did not hold out, and that Mr.Lucas did not owe as much as was at first expected. However this may be, the Greer Machinery Co received a letter dated April 28, '1894 signed by J.B.Quinly, Silas Griffin, and Caleb Quinly, directing the Greer Machinery Co. to turn over to J.M. Lucas the two notes referred to, when he paid \$133.32 with the interest from Mar 6, 1893. As before stated he paid the Greer Machinery Co May 16, 1894 \$142.75, at which time I cancelled and returned to him the two notes. I file herewith said letter dated April 28, '94 as Exhibit "N" to my deposition.

Ques 18, In answer to Question 8 you refer to some payments having been made by defendants. State fully how these payments were made--whether by draft or otherwise?

Ans, All the cash payments that were ever made by Defendants were upon drafts that the Greer Machinery Co. sent to the bank for collection., and they made no cash payment direct to Greer Machinery Co

in any other way, and have made no payments excepting as stated in my answer to Question 8.

Ques.19, Did Frick Co make any collections on any of these notes?

Ans, They never have so far as I know.

Ques.20, Was J.M.Greer & Co or Greer Machinery Co. interested in these notes, or the claim Frick Co. had against the defendants?

Ans, They were not, excepting as to their commissions for making the sale, which commissions, however, were charged up to the account of Frick Co. and J.M.Greer & Co, and Greer Machinery Co. looked to Frick Co for their pay, and had no claim whatever against the defendants, for commissions or anything else on account of this sale.

Ques,21, How did Greer Machinery Co. come into possession of these notes and why were they making collections on them?

Ans, Under a contract with ~~Frick~~Co. the Greer Machinery Co. agreed with Frick Co. to look after the collection of notes, if not paid at maturity, and upon this contract the notes were forwarded to Greer Machinery Co for collection after they matured.

Ques 22, Were there any credits on any of these notes when received by Greer Machinery Co?

Ans, There were not.

Ques 23, What amount is yet due Frick Co on the notes executed by the defendants?

Ans, The amount due including interest up to Oct 22,1894 is \$324.77, as shown by statement, which I file herewith as Exhibit "O" to this my deposition.

Further than this Deponent saith not.

O. Schmalzried

The next witness, W.E. Buffington being duly sworn deposes as follows:

Q.1. State your age, residence and occupation.

Ans. Age 21; residence Knoxville; occupation Book-keeper.

Q.2. Where and how are you employed at present.

Ans. At present I am employed as Book-keeper for Greer Mch'y Co.

Q.3. When did you commence work for the Greer Mch'y Co.

Ans. In March, 1892.

Q.4. Have you had charge of the books of the Greer Mch'y Co since you first commenced work with them.

Ans. I have had charge of the books since I commenced work for them until the present day and have made all the entries in their books that have been made since that time.

Q.5. State if you have examined the books of the Greer Mch'y Co. and the account of the Defts. in this action. Also state if you have examined Exhibit "O" to Mr. Schmalzried's deposition, If so kindly state if Exhibit "O" corresponds with the books and is a correct Exhibit of the account of the Defts.

Ans. I have examined carefully the books of the Greer Mch'y

Co. and Exhibit "O" to Mr. Schmalzried's deposition and find they correspond, and that Exhibit "O" is a correct exhibit of the account of the Defts.

Q.6. Please state what the books show regarding the credit of May 25-92.

Ans. The books show that on Jan. 23-92 a draft was made upon Lunsford, Quinley & Co. for \$100.00 and deposited with the East Tennessee National Bank for collection, and the same placed to the credit of "Suspense Account" where it stood until May 25-92, when it was transferred from "Suspense Account" and placed to the credit of Defts. on Note #14922 which was the six month's note.

Q.7. As a matter of fact was there any money or other thing of value received from Defts. on May 25-92.

Ans. There was not, and the entry of May 25th was made as before explained.

Q.8. As a matter of fact was there any money or other thing of value received from Defts. by Greer Mch'y Co. during the month of May, 1892.

Ans. There was not.

And further Deponent saith not.

W. E. Buffington,

DUPLICATE.

Ex "A"

ORDER FOR AN

"ECLIPSE" ENGINE AND "ECLIPSE" SAW-MILL.

The "ORIGINAL" Order is to be filled out and signed by the purchasers, and immediately forwarded to FRICK COMPANY, Waynesboro, Pa., for Acceptance and Registration, the Dealer or Agent keeping the "DUPLICATE" of same.

Dated at Jonesville Va on Oct 17 1890

To FRICK COMPANY, Waynesboro, Pa.

You will please ship for the undersigned, to or in care of J M Lerner at Duffield Scott Co Va [Insert Dealer's or Consignee's Name.]

by the route you consider best and cheapest, on or about the 30 day of October 1890, one of your "Eclipse" 20 H.P. Engines on rails

with Reverse Motion, Steering Attachment, Inspirator, Cross Head Pump, Tongue, Whiffletrees, Neck-Yoke (Reverse Motion, Steering Attachment and Inspirator furnished only with Traction Engine.)

Horse-Power, Cylinder.....inches bore,.....inches stroke, all complete, tested and in running order, with Governor, Steam Gauge, Gauge Cocks, Glass Water Gauge, Safety Valve, Whistle, Oil Cups, Drain Cocks, Suction Hose, Strainer, Flue Cleaner, Scraper, Smoke Stack, Spark Arrestor and Blow-off Cock.

(N. B.—If Traction, state if on Springs or not.)

Also, one of your No..... Portable Circular Saw-Mills, with.....inch.....Tooth Saw,.....feet of carriage,.....feet of Ways, Improved Feed, with one pair of.....Head Blocks

Cant Hooks, Saw Hammer,

Monkey Wrench, Oil Can, Belt Punch, Files, etc.

[Insert kind and size of Saws.]

With combined independent and sum.....

Head blocks. Also 60 feet 10 in of fly rubber belt

Lumber Trucks not wanted. Also the wood part of ways not wanted.

THIS CERTIFIES, That the undersigned agree to receive the Machinery on arrival, fully subject to the Conditions of the Warranty printed below, and pay the freight and charges thereon from the Factory; and further agree to pay, to your order, at the same time and place of delivery above named, the sum of

Seventeen hundred and thirty six Dollars, as follows:

(Write out in full the price Machinery is sold for.)

Cash in hand.....\$ 300.00

Note due.....188 for \$ 500.00

Note due.....188 for \$ 500.00

Note due.....188 for \$ 436.00

Note due.....188 for \$.....

Note due.....188 for \$.....

Notes to bear interest from date at the highest rate allowed by law. Said notes are to be secured by either personal or real estate security and to be accompanied by a Chattel Mortgage or Deed of Trust on said Machinery, and all of them are to be made payable to the order of Frick Company at some bank. If the undersigned purchasers do not take and settle for the Machinery on arrival, as herein agreed, they will pay you, as agreed, liquidated and assessed damages, an amount equal to twice the freight from the factory, or may hold them for the purchase price, including the freight from Waynesboro, Pa., whichever you prefer. The title to the Machinery described in this Order does not pass from Frick Company until all the conditions of the Order have been fully complied with.

Nothing will be furnished without additional cost, which is not named in this order.

CONTRACT OF SALE AND WARRANTY ON "ECLIPSE" ENGINE.

This Engine is ordered, purchased and sold subject to the following Warranty and Agreement, viz: That it is manufactured of good material and good workmanship, and that by proper management it will perform well. CONDITIONED, That upon starting this Engine, the undersigned purchasers shall intelligently follow the printed hints, rules and directions of the manufacturers, and if by so doing, the undersigned are unable to make it operate well, written notice, stating wherein it fails to satisfy the Warranty, is to be given by the purchasers to the dealer through whom purchased, and without fail to Frick Company, Waynesboro, Pa., by registered letter, and reasonable time allowed to get to it and remedy the defect, unless it be of such a nature that they can advise by letter. If they are not able to make it operate well (the purchaser rendering necessary and friendly assistance,) and the fault is in the Engine, it is to be taken back and the payments refunded, or the defective part remedied and made the same as in the other Engines which do perform successfully, as Frick Company may select. But if the purchasers fail to make it perform, through improper management or neglect to observe the printed or written directions, then the purchasers are to pay all the necessary expenses incurred.

ALSO, THAT IF ANY PART of said Engine fails within six months after being put in operation, in consequence of any Defect in Material of said part, if the purchasers shall have observed the printed or written directions, applicable to the management of such part, Frick Company are to furnish a duplicate of said part, free of charge, except freight, after the presentation of the defective piece, clearly showing a flaw in the material, at the factory or to the dealer through whom said Engine was bought, within the time above mentioned. But deficiencies in pieces not to condemn other parts; and deficiencies in general adaptation for threshing and general purposes, which alone involve the taking back of the Engine, must be reported within ten days after starting it, and not after longer use and injury to the Engine. Nor shall Frick Company be liable to claims for damages or failure of consideration unless such claims are made by registered letter to Frick Company within said ten days, but shall only be required to furnish, as soon as possible, defective parts as herein stated.

CONTRACT OF SALE AND WARRANTY ON "ECLIPSE" SAW-MILL.

This Mill is ordered, purchased and sold subject to the following Warranty and Agreement, viz: That in case of any defects in the material or workmanship of said Mill, Frick Company are to make the same good at their works, without charge, and should it not perform, with proper management, as is customary for Mills of like size and proportion, the purchasers are to give Frick Company reasonable notice, ample time and friendly assistance to make it perform in a proper manner. Such notice must be given by registered letter within ten days from the date of the delivery of said Mill, otherwise all claims whatever are expressly waived by said second party. It is also fully understood and agreed that if the purchaser does not make full settlement for all the above Machinery with cash or notes, as above provided, upon its delivery to him, he thereby waives all claims under this Warranty. Nor shall Frick Company be held responsible for any damage caused by delay in shipping Machinery or detention in transportation, but shall use all reasonable means in their power to secure prompt delivery of the same. Frick Company shall not be held responsible for any damage from delays caused by breakages of any kind. No person or firm selling Frick Company's Machinery is authorized to make any verbal or written alteration or any change whatever in the foregoing Warranty.

P. O. Waukegan Co. of Illinois State of Ill.

(Sign here) E. J. Apieel [SEAL.]

P. O. Waukegan Co. of Ill. State of Ill.

(Sign here) Edw. Griffin [SEAL.]

P. O. Waukegan Co. of Ill. State of Ill.

(Sign here) P. A. Quinn [SEAL.]

P. O. Waukegan Co. of Ill. State of Ill.

(Sign here) M. T. Lunsford [SEAL.]

Order sent in by Edw. Griffin

(Sign here) J. B. Quimley

of Jonesville Va

Registered on page.....

All persons who are to sign notes will each fill out and sign one of the Property Statements on the back of this Order. When "all cash" is paid the Statement is not necessary. Be particular in filling in Prices, Terms, correct Post Office Addresses, Shipping Directions, &c.

Oct 24-90
Jonesville Va
on 10

Ex B

January the 8, 92

Janesville Sw
do va

J. M. Isner

Dear Sir

We received your letter
same time. After it was
read asking for same
manner about the votes
which is done. We think
you are mistaken in
what is done about the
vote. We have receipts
for \$250 dollars paid
about the vote.
Look that up and see
returns what you
make it and see
will make a payment
about the vote in
a short time.

as soon as you
rite to us

and tell you what
we can pay for
the State

Rite what that you
loss was worth and
we will send
the money in our next
letter

~~For~~ Please send me
Governer ^{wire} Springs for
20, 80, 100 Turkish
and rise
Yours Truly

Drumby. Lonsford
& Co
Jamesville N.C.
va

January the 24 1892 -

Ex¹⁶

J M Isaac

Dear Sir we Received your
letter same time ago

We have been trying to raise
the money for you but
have failed

I dont no what
to do we are doing all we
can for you now & can
raise same money as soon
as we sell any lumber

So I hope you will be as
liberal as you can with
us for we will do all we
can for you

We have got
\$100 one hundred dollars
that we will pay you when
the not as soon as you
sent a check to the Bank

Bois mill Close.

Wm. Will Pay \$100

L. J. Quincy Linsford & Co

Farmville Va Ex 18
July 21/93
Kerr Plachyle
Gruets..

This is to certify that
we agree to deliver to you
in good shape a 64 ft 10" 4/ply
balt 1-60" Atkins Solid Tooth
or saw and 1 Pemberthy B22
Injector and ~~and~~ 1 Edger with
12" saw which we agree to turn
over to you for \$70.00 and you
to credit us with the same on
our indebtedness or J.B. Lewis
R.A. Lewleys and if you
do not sell the Edger we
agree to place ^{it} for J.B. Lewis
Purpington Gap Va. To your order
there is a 50 ft 6" 3/ply Balt
which goes with above Edger
Princely Bros & Griffin
OK charge up to L. G. outfit
by

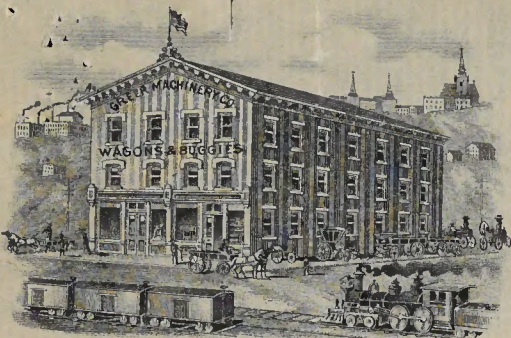
GREER MAGHINERY CO.

WHOLESALE & RETAIL DEALERS IN

AGRICULTURAL IMPLEMENTS & MACHINERY.

HAVE ALWAYS ON HAND A LARGE STOCK OF
 FARM WAGONS,
 SPRING WAGONS & BUGGIES,
 RUBBER & LEATHER BELTING,
 CORN SHELLERS & STRAW CUTTERS.

ALSO THE LEADING & BEST LINE OF WOOD-WORKING MACHINERY,
 PLANERS & MATCHERS, SAW-MILLS, PORTABLE & STATIONARY
 ENGINES, THRESHERS, CORN & WHEAT MILLS, HARVESTING
 MACHINERY, MOWERS & REAPERS, GRAIN DRILLS, DISC HARROWS,
 STOCK, PLATFORM & COUNTER SCALES, CIRCULAR SAWS, ETC.



JACKSON STREET,
 opposite E.T.V. & G.R.R. Depot.

Knoxville, Tenn.

Feb 23, 1893

Article of agreement made by and between J.B., R.A. and Caleb Quinley and Silas Griffin of Jonesville, Lee Co., Va. and of the first part, and *J. M. Lucas* of Jonesville, Lee Co., Va. of the second part, Witnesseth,-

That for and in consideration of \$1. cash in hand paid, receipt of which is hereby acknowledged and other considerations hereafter mentioned, the said parties of the first part hereby sell and transfer to the party of the second part (subject to the approval of Greer Mch'y Co. of Knoxville, Tenn.) One Hundred and *fifty* Thousand (150,000) feet of timber now standing on the land owned by them in Lee Co., Va., and the party of the second part is hereby authorized to go upon the land, cut and remove said timber at any time within eighteen months from this date, upon condition that the party of the second part makes satisfactory settlement for and pays to the Greer Mch'y Co. of Knoxville, Tenn. \$3.70 per thousand for said timber amounting in all to \$465., the said second party to execute his notes at once for the same payable to the Greer Mch'y Co. of Knoxville, Tenn. with interest from date as follows: \$100. in 3 months, \$100. in 6 months, \$100. in 9 months and \$165. in 12 months, which notes are to be held by the Greer Mch'y Co. as collateral security for the claim due *Greer Mch'y Co.* by said parties of the first part; and when said notes are paid the same is to be credited by said Greer Mch'y Co. on said claim. To all of which we each agree and bind ourselves accordingly.

This contract may be cancelled at any time by the Greer Mch'y Co. if the party of the second part fails to pay his notes as they mature.

Caleb Quinley
Silas Griffin
J. B. Quinley
R. A. Quinley
J. M. Lucas

VS.

A. M. Goins,
Attorney at Law.

JONESVILLE, VA.,

Mar. 15, 1893.

Grier Machinery Co.,
Knoxville, Tenn.

Gentlemen:- On the 6th
inst. I wrote you that M. L. Slomp,
Admr. of Ezekiel Lunsford's estate,
had assigned to you as collat-
eral security on the Quinley,
Lunsford ^{debt} ~~tho.~~ a judgment for
\$225, against one A. Clifton & al.

Said judgment was taken only
as collateral security on your
debt - the proceeds of same
when collected were to be applied
to the payment of your debt.

Since I wrote you the above
letter Mr. A. Clifton has come in
and sued out a writ of injunc-
tion to prohibit the collection of
said judgment until certain
matters in controversy between them
is settled. Clifton's object now
is to get out of paying said

vs.

A. M. Gains,
Attorney at Law.

JONESVILLE, VA.,

189.....

judgment if he can. The Clifton debt originated out of the purchase by him at public sale of the 5-interest of Ezekiel Lunsford in the Quinley, Lunsford & Co. mill. I think Mr. Clifton will have the judgment to pay when the matter is finally decided, but supposing that you do not want to wait on matters of that kind before you collect your debt, I write you this that you may know what to do. I think if you will write to the Lunsford boys and state to them that you will order their land sold if they do not pay up their part, that they will make some arrangements.

Yours &c.

A. M. Gains.

A. M. GOINS, *Ex "G"*
ATTORNEY AT LAW,
JONESVILLE, VA.

Boyle
Greer Machinery Co.
US.

Quinley, Lunsford & Co.

Nov. 27th - 3
189

Greer Machinery Co.,
Knoxville, Tenn.

Gentlemen:- In the above styled case, you will remember I wrote you some time ago that there had been turned over to you as collateral security a judgment against one A. Clifton & al. - That, said judgment was afterwards enjoined by said Clifton & co. At the term of our court which has just closed, said injunction was decided in Clifton's favor. So you will have to look to other sources than said Clifton judgment to make your money.

If you so direct, I will advertise and sell under your deed of trust against said parties. Send your notes that I may ascertain balance due, if you decide on this latter course.

Yours &c,
A. M. Goins.

(844)
Jamesville, Su. Co.
Va

February the 3
1892

J M Turner

Dear Sir

We Received your letter
stating that you had
sent a draft to the Bank
for Collection, I went
to pay the amount \$100
But it had failed to
Reach the Bank, we
will lift it as soon
as it reaches the Bank
So I don't need
to say to you Mr. Turner we
are doing our best we can
for you We hope the note
ought to be paid
But we can not at
this time

We are not bring to flatter
You in any way we
mean to be honest as we
can with you

We have got
Lapenber, ohry Land
that would help us
if we could sell it
I think we can soon
so Land how the \$100
not returned we will
pay it as soon as the
Bank Notify us
of it we would do
any thing that way
in our power rather than
have the Mortgage foreclosed
We will try to pay some
on the mill as soon as
we can Hoping you will
Remember us Yours truly
Dwight S. S. S. S. S.

Ex "I"

(28 -- 858)

Quimley, Lunsford & Co.,
Caney Hollow, Va.

Apr. 29, 1892.

Gentlemen:- There is a balance of \$262.73 on your note favor Frick Co., which fell due July 20, 1891. Frick Co. write us that unless this is settled by return mail to forward your notes to our attorney for collection. We dislike taking such steps, but as the notes belong to Frick Co., and their orders are imperative, we will be compelled to do as they direct. We trust that you will send us a remittance by return mail for this amount.

Yours truly,

Greer Mch'y Co.

(Copy)

(212)

Ex "J"

Cany Hollow
Lee Co Va

Green Machinery Co
Knotville Tenn

Dear Sir

Your letter of recent
date is before me
asking for 36¢

The amount due you.

I suppose is for a glass
water gauge that you
sent sometime ago.

I will say just here
that that glass was
ordered unknown to the
Original Lumsley Lumsford & Co
except M. L. Lumsford
the remaining party's
having sold their

interest in the Bill
to Ball Brothers
be that as it may I
have took it - on myself
to pay for the glass
althoug I have never
Received any benefit or
even Seen the glass but
Honesty is the best policy
So here is the quiant
Yours Resp -
R.A. Dwinley

P.S. I just want to say dont
ship any thing more to
the name of Dwinley Laneford
unless it is accompanied
by the full payment or
Signed by the Individual
name of one or more
of the Dwinley Laneford
and Oblige
R.A.D.
Portage 35¢

(213). | Jonesville La Co Va July 30 / 92
Ex "H"

Mr Greer & Co

We sold the mill you
sold us to A S Russell & he failed
to pay anything on the mill,
when we bought the mill we was
coming up to contract & one of our
partners got killed & we become
discouraged & we sold. if we had not
sold we could have had the last dollar
paid. & we have got one proposal with
you & that, ^{is} this, if we can get in
possession of the mill we will pay
you one hundred dollars in hand
& also one hundred each month
till the last dollar is paid, & also
we can pay \$300 dollars on the
Lansford estate which there has nothing
been paid on one 5th of the mill
as soon as it can be collected,
we have notes on Russell to cover
the debt we owe you on the mill

But his property is under
mortgage so that we can't collect
we did not know his circumstances
when we sold

This is agreement made
between the first co.
Lilas Griffin

OK

g

E.L.

Jan. 11, 1894

Ezekiel Lunsford, Silas Griffin, M.L. Lunsford
J.B. Quinley, R.A. Quinley & Caleb Quinley.
Caney Hollow, Va.

Gentlemen:- We below give a statement of your indebtedness to Frick Co.
viz.

Note No. 14922 Date 1-20-91 due 7-20-91.....	\$478.67	
Int. accrued on same.....	35.73	\$514.40

--- Credit ---

Sept. 14-91 By cash.....	\$150.00	
Nov. 6-91 By cash.....	100.00	
May 25-92 By cash.....	100.00	
Sept. 22-92 By cash.....	45.00	
Nov. 22-92 By cash.....	45.00	
June 9-93 By cash, J.M. Lucas.....	74.40	<u>\$514.40</u>

Note No. 14924 Date 1-20-91 due 7-20-92...	\$478.66	
Int. accrued on same.....	60.07	\$538.73

--- Credit ---

Feb. 20-93 By sale of machinery \$500.00		
Less Trustees fees.. \$24.67.		
Less Attorneys fees 25.00 49.67.....	\$450.33	
By 1-60" Saw, 64" Belt, 1B22 Injector		
I Edger and 60" Belt.....	70.00	
June 9-93 By cash, J.M. Lucas.....	18.40	<u>\$538.73</u>

Note No. 14923 Date 1-20-91 due 1-20-92...	\$478.66	
Int. accrued to Jan. 11-94.....	86.25	\$564.91

--- Credit ---

June 9-93 By cash per J.M. Lucas.....	\$ 8.70	
Nov. 17-93 By cash per J.M. Lucas.....	104.00	<u>\$112.70</u>

Balance due Jan. 11, 1894.....	\$452.21.
--------------------------------	-----------

The following notes executed by J.M. Lucas are yet unpaid, viz;
Due Dec. 6-93 \$100.00, Mar. 6-94 \$165.00. We however understand
that there is not sufficient timber of the land to cover the amount
for which J.M. Lucas executed his notes, and we write this letter so
that you will make your arrangements as to the balance of the debt.
Please examine the above statement and if there are any errors kindly
advise us and we will cheerfully correct same.

Yours truly,

(Copy)

Greer Mch'y Co. S

Ex "M"

Jonesville
Lee Co Va
2-19-1894

Greer Machinery Co
Knoxville Tenn

Dear Sirs we are in receipt
of a letter from your about
our indebtedness to you
and in reply will say that
J. M. Swasey still owes \$13300
on the timber we sold him
and of course it would be
just and right for you to
collect that amt off of him
according to our contract
we have paid 333,32
when I say we I mean
J. B. & R. A. Gentry & Silas
Griffin

on the account that is
when Mr Lucas pays the
balance he owes, and Mr
Lumsford, that is Ezekiel
& M. J. Lumsford has not
paid any thing, would you
collect the balance off of
Mr Lumsford, we think
it - would be just and
right for you to do so

Respectfully
Grinley & Griffin
per R. A. L.

Ex "N"

Jonesville Va April 28/94

Dear Machy Co
Knoxville Tenn

Dear Sirs

When J. M. Lucas pays to
you one Hundred and Thirty Dollars
and $32\frac{1}{2}$ ~~000000~~ with interest at 6% per
annum from March 6/93 until paid
you are to turn over to the said
J. M. Lucas two notes dated March 6/93
one due nine months after date
for \$100 - Int from date one due
Twelve months after date for \$165⁰⁰
Int from date the above specifying
\$132 ^{32 with int} will be in full satisfaction
to us on above described notes
and the above two described notes
are being held by you as collateral on
our indebtedness to you

J B Quinley

Silas Griffin

Caleb Quinley

7

The Jameson House,
C. L. Dorman, Proprietor.

Centrally located. Sample rooms attached.

Beattyville Ky. 189

STATEMENT.

E. O.

Knoxville, Tenn., Oct 22nd 1894

Mess Ezekiel Lewisford et al

Cash on Hand

In Account With

GREER MACHINERY CO.

WHOLESALE AND RETAIL DEALERS IN

AGRICULTURAL IMPLEMENTS AND MACHINERY.

Description of Notes by:

<u>No. 14923</u>	
Note #14923 Date 1-20-91 Due 4-20-91 (90 days)	\$300.00
Dut from 1-20-91 to 4-24-91	420
By Cash 4-24-91 M. S. Sloop for N. S. Searle	304.30
Dut from 4-24-91 to 5-28-91	154.14 Part
By Cash 5-28-91 N. S. Searle chd #47	147.06
	94
	148.00
	148.00 Full
<u>No. 14922</u>	
Note #14922 Date 1-20-91 Due 7-20-91 (6 mos)	\$478.67
Dut from 1-20-91 to 9-14-91	1789
By Cash 9-14-91 Eight ft made 9-9-91	496.56
Dut from 9-14-91 to 11-6-91	150.00 Part
By Cash 11-6-91 Eight ft made 11-6-91	346.56
Dut from 11-6-91 to 5-25-92	288
By Cash 5-25-92 Eight ft made 1-28-92	349.44
Dut from 5-25-92 to 9-22-92	100.00 Part
By Cash 9-22-92 A. M. Lewis chd #360	249.44
Dut from 9-22-92 to 11-29-92	829
By Cash 11-29-92 A. M. Lewis chd #424	257.73
Dut from 11-29-92 to 6-7-93	100.00 Part
By Cash 6-7-93 Part of J. M. Lewis Note due 6/6/93	157.73
	131.44
	160.87
	450.00 Part
	115.87
	128
	117.15
	450.00 Part
	721.5
	225
	744.0
	744.0 Full
<u>No. 14923</u>	
Note #14923 Date 1/20/91 Due 1-20-92 (12 mo)	478.67
Dut from 1-20-91 to 6-9-93	68.51
By Cash 6/9/93 Bal of J. M. Lewis Note due 6/6/93	59.81
Dut from 6-9-93 to 10-17-93	538.48
By Cash 10-17-93 J. M. Lewis Note due 9-6-93	114.8
Dut from 10-17-93 to 5-16-94	549.95
By Cash 5-16-94 Bal of J. M. Lewis Note (Contract)	104.00 Part
Dut from 5-16-94 to 10-22-94	445.95
By Express interest charged on #14923 on acct of 2 ft made	155.7
1/28/92 not being credited on Note until 5/25/92	461.52
10/27/94 Balance due on #14923	142.75 Part
	318.77
	827
	327.04
	227
	324.77
	324.77 Bal due
<u>No. 14924</u>	
Note #14924 Date 1-20-91 Due 7-20-92 (18 mo)	478.67
Dut from 1-20-91 to 2-20-93	597.5
Am't due 2-20-93	538.41
2-20-93 By Bal of Eng & Mill \$500.00	
Less Interest Expenses	24.67
" Atty Gen	23.70
	49.67
	450.33
2-22-93 By 1-60" Saw, 64 10" Belt	
1-322 Injctn, 1 Edge, 58 16" Belt	70.00
Dut from 2/24/93 to 6/9/93	520.33 Part
By Cash 6-9-93 By Part of J. M. Lewis Note due 6-6-93	180.8
	32
	184.0
	184.0 Full

STATE OF TENNESSEE

KNOX COUNTY

I, H. T. Cooper a Notary Public for the County of Knox,
in the State of Tennessee, do hereby certify that the fore-
going deposition were duly taken and redeemed, the writing
by Stenographer, in the presence of witnesses, and signed by
the witnesses respectfully; before me and in my presence at
the place and the time there mentioned, pursuant annexed
notes.

In witness whereof, I have here unto set my hand, and
my official seal at Knoxville, Knox County Tenn. aforesaid,
this 22nd. day of Oct. A. D. 1894.

H. T. Cooper
Notary Public

Bill of Cost
H. T. Cooper taking two depositions \$2.00
O. Schmalzried. 1 day 1.00
W. E. Bruffingtons 1 day 1.00
Postage 12
\$4.12
Paid by Greer Machinery Co
H. T. Cooper

Silas Griffin et als Deffs
against

against

Deffs

In Chancery.

Greer Machinery Co et als Defendants.

This cause came on again to be heard upon the papers formerly read in the cause, and the amended bill filed since the last term of the Court, and the process thereon, duly executed on the house adult defendants, ^{in said amended bill,} and the order of publication duly made posted and published against the nonresistent defendants, and the answer of the infant defendants by G. W. Blankenship their Guardian ad litem, with replication thereto, and was argued by counsel. On consideration thereof, and the adult defendants failing to appear, the bill is taken for confessed against them, and it is adjudged, ordered and decreed that ~~Wm. J. Jones~~ who is hereby appointed a commissioner for the purpose, do take and state an account in this cause, showing the amounts paid on the purchase price of the Engine & saw mill in the bills mentioned, and by whom, and when, paid, and the balance due on said purchase money, and by whom the same should be paid, said Commissioner will report any other matter deemed pertinent by himself or required by any party in interest. And the cause is continued.

Bilas Griffin et als.

vs { Decree
(3)

Greer Machinery Co et als.

O. O.

Page 161

Enter this decree.

M. M.

Nov Feb 1895.

Jonesville, Va. April, 6th 1896.

Edias Griffin et al Compt.

vs.

Greer Machinery Co., et al.

{ In Eq.

Extract of Decree.

It is adjudged ordered and decreed that C. H. Jones do take and state an account in this cause, showing the amounts paid on the purchase price of the engine and sawmill in the Bill mentioned and by whom and when paid; and the balance due on said purchase money, and by whom the same should be paid. Said Comr. will report any other matter deemed pertinent by himself or required by any party in interest.

The parties interested in the Decree from which the foregoing is an extract, will take notice that, on the 24 day of April 1896 at the office of Pennington Bros. Jonesville, Va. I shall proceed to execute the same when and where all parties in interest are requested to be present.

This April the 6th, 1896.

C. H. Jones.
Special Comr.

As Georgia is then
I hereby accept legal
Service of the within notice
for my self
J. M. Anderson

Silas Griffen et al
vs. } Notice for
App.
Grun Mch Co. et al
The accept service
of the within notice
for Grun Mch Co
J. H. L. Penney & Co
Perryman Bros
J. H. L.
I accept service of
the within notice for
the Plaintiff
James W. Orr
att'y.

Executed in part by delivering a true
Copy of the within Summons or return
to Mrs Lumsford this April 18-1895.
J. M. Weston W.D. for C. E. Flanagan 1895
Further Executed above on 15 1895
By delivering a copy of this Notice
to M. L. Deering
MS 1111111111
for C. E. Flanagan 1895

The depositions of M. L. Slomp, J. B. Dwinley
and Silas Griffin

taken before the undersigned Commissioner
in taking an account in the Chancery Cause
of Silas Griffin et als against Greer Ma-
chinery Co. et als, on the 24th day of April
1895.

The said M. L. Slomp a witness of lawful age
and being first duly sworn deposes & says.
I am the administrator of the estate of Ezekiel
Linsford deceased, and there are no assets in
my hands for payment of debts of said estate.
On the purchase price of the same mill, engine
&c, purchased by said Ezekiel Linsford & others
from the Greer Machinery Co. I paid the first
note, that is the \$300.00 note, and paid the same
for the parties owning the mill, and the estate
of said Ezekiel Linsford would therefore be
entitled to credit for his due proportion of
said sum according to his interest in said
property. I paid this sum on account of what
I owed them for sawing. In addition to the
above, I paid \$10.00 as Adm'r of said estate, on said
purchase money, Sept 19th 1892.

And further this deponent saith nat.

M. L. Slomp

The further taking of the said account & depositions is adjourned until tomorrow morning at 9 o'clock at the same place April 24th/895.

C. F. Jones,
Special Court.

Met pursuant to adjournment, Apr 25/95.
J. B. Quinley another witness of lawful age and being first duly sworn deposes & says. I am one of the plaintiffs in this suit and one of the original purchasers of the saw mill engine &c. in the cause mentioned. The price of the saw mill &c and terms are correctly stated in the bill. When the purchase was made there were five interests or shares in said purchase. - Silas Griffin one share, R. A. Quinley one share, Myself one share and Ezekiel Lumsford & his son M. L. Lumsford two shares, and the said Ezekiel undertook to be responsible for and secure the payment of the two shares of himself and son. As stated in my former deposition in this cause we executed the deed of trust dated Jan'y 20th/891. and Ezekiel Lumsford represented that he owned 105 Acres of land near Mulberry Gap, and that was the land he undertook to convey in said deed.

Of the payments made on said purchase price, The first note of \$300- was paid by M. L. Skemp for the Co' and each share is entitled to credit for $\frac{1}{5}$ thereof, & Ezekiel Lumsford's Estate is entitled to Cr for two fifths \$120⁰⁰, and as to the \$475.38- for the sale of Mill &c, each share is entitled to credit for $\frac{1}{5}$ thereof, \$95.06 $\frac{3}{5}$ - & Ezekiel Lumsford's Estate is therefore entitled to credit for \$190.13 $\frac{1}{5}$ - ^{being $\frac{2}{5}$ -} on that account. Said estate is also entitled to credit for \$10.00 paid by M. L. Skemp Adm'r of Ezekiel Lumsford decd, Sept 19th 1892. As to the following credits on said purchase price they were paid by the four shares, including M. L. Lumsford, to wit - \$150⁰⁰ Sept 11th 1891, \$100⁰⁰ Nov 6th 1891, & \$100⁰⁰ Feb 3rd 1892, and the estate of Ezekiel Lumsford decd, is entitled to credit for one fourth of said sums on the amount of the two shares for which he was responsible. As to the other payments made on said purchase price, to wit: - \$40⁰⁰ Sept 19th 1892, \$50⁰⁰ Nov 21st 1892, and \$70⁰⁰ Feb 21st 1893, and \$101.50 June 9th 1892, by J. M. Lyeas, \$104.00 Oct 17th 1893 by Same, and \$142.75 - ^{May} ~~April~~ 16th 1894, by Same, these payments were made by the three shares & the estate of Ezekiel Lumsford decd is not entitled to any credit therefor.

And further this deponent saith not.

J. B. Quinley

Shmuel be
Jany 7/93

Silas Griffin another witness of lawful age
and being first duly sworn deposes and says.
I am well acquainted with the facts stated
in the foregoing deposition of J. B. Quinley,
and hereby adopted his deposition as ^{and for} my own.
And further this deponent saith not.
Silas Griffin.

The foregoing depositions of J. B. Quinley & M. L.
Slump & Silas Griffin were taken, sworn to
and subscribed before me at the time and
place and for the purposes in the caption mentioned.
Given under my hand. April 25th 1895.

C. H. Jones.
Special Comm.

Silas Griffin et al.
W. W. Deposition
for Comm.
Green Mchly Co. et al.

B

4 notes, each dated 1-20-91 aggregating

Inst. from 1-20-91 to 4-24-91

By Cash, 4-24-91, M.L. Sluips ck. per D.C. Senneel

Inst. from 4-24-91 to 5-28-91

By Cash 5-28-91, D.C. Senneel's ck

Inst. from 5-28-91 to 9-11-91

By Cash Sept 11-91

Inst. from 9-11-91 to 11-6-92

By Cash 11-6-91 Sight dft

Inst. from 11-6-91 to 1-28-92

By Cash 1-28-92 Sgt dft.

Inst. from 1-28-92 to 9-19-92

By Cash 9-19-92 By Am. Boins.

Inst. from 9-19-92 to 11-21-92

By Cash 11-21-92 pd. to Am. Boins

Inst. from 11-21-92 to 2-20-93

By Sale of Eng. Mill \$5000 less \$24.67 Interest fee + \$70.80, ^{Inst 10th}

Inst. from 2-20-93 to 6-7-93

By Cash 6-7-93 By J.M. Lucas

Inst. from 6-7-93 to 10-17-93

Carried to page 2

	\$	cts				
1st.	1	7	3	6	0	0
			2	6	9	0
	1	7	6	2	9	0
		1	5	7	1	4
2nd.	1	6	0	5	7	6
				9	0	9
3rd	1	6	1	4	8	5
		1	4	8	0	0
4th	1	4	6	6	8	5
			2	5	1	8
5th	1	4	9	2	0	3
		1	5	0	0	0
6th	1	3	4	2	0	3
			1	2	3	0
7th	7	3	5	4	3	3
		1	0	0	0	0
8th	1	2	5	4	3	3
			1	7	1	4
9th	1	2	7	1	4	7
		1	0	0	0	0
10th	7	1	7	1	4	7
			4	5	1	0
11th	1	2	1	6	5	7
			5	0	0	0
	1	1	6	6	5	7
			1	2	0	5
12th	1	1	7	8	6	2
			5	0	0	0
	1	1	2	8	6	2
			1	6	9	0
13th	1	1	4	5	5	2
		5	4	5	3	3
		6	0	0	1	9
			1	0	7	0
14th		6	1	0	8	9
		1	0	1	5	0
		5	0	9	3	9
			1	1	0	3
		5	2	0	4	2



6

Brought from page 7,

By Cash 10-17-93 per J. M. Lucas

Inst from 10-17-93, to 5-16-94

By Cash 5-16-94 per J. M. Lucas

Balance due Grover Michy Co. 5/16/94

Inst from 5/16/94 to 6/3/95

Total due June 3/95

5 2 0 4 2

1 0 4 0 0

4 1 6 4 2

1 4 5 5

4 3 0 9 7

1 4 2 7 5

2 8 8 2 2

1 8 1 0

3 0 6 3 2

C. (

Part for which Ezechiel Lunsford was bound $\frac{2}{5}$

Inst from 1-20-94 to 4-24-91

By Cash 4-24-91 $\frac{2}{5}$ of 157.14 pd. by M.L. Slump

Inst from 4-24-91 to 5-28-91

By Cash 5-28-91 $\frac{2}{5}$ of \$148.00 pd. D.C. Smulloch

Inst from 5-28-91 to 9-11-91

By Cash 9-11-91, $\frac{1}{4}$ of 132.00 pd. by Sgt. Offt

Inst from 9-11-91 to 11-6-91

By Cash 11-6-91 $\frac{1}{4}$ of \$100. pd. by Sgt. Offt

Inst from 11-6-91 to 1-28-92

By Cash 1-28-92 $\frac{1}{4}$ of \$100.

Inst from 1-28-92 to 9-19-92

By Cash 9-19-92 pd. by M.L. Slump

Inst from 9-19-92 to 2-20-93

By Sale of Mill & Eng. 2-20-93, $\frac{2}{5}$ of 500 less \$24.67, ^{Inster Exe-}

Balance due by Ezechiel's Estate at sale of mill

Inst from 2-20-93 to 4-3-95

Due from Ezechiel Lunsford 6-3/95

Amount due Greer Mch'y Co. 6-3/92

To be ^{paid} refunded by J. Lunsford ^{Eat} to other partners after

Satisfying Greer Mch'y Co. June 3rd 1895.

6	9	4	4	0
	1	0	9	7
7	0	5	3	7
	6	2	8	5
6	4	2	5	2
		6	8	4
6	4	9	3	6
	5	9	2	0
5	9	0	1	6
	1	0	1	3
6	0	0	2	9
	3	5	0	0
5	6	5	2	9
		5	1	8
5	7	0	4	7
	2	5	0	0
5	4	5	4	7
	1	5	1	6
5	6	0	6	3
	2	5	0	0
5	3	5	6	3
	2	0	3	6
5	5	5	9	9
	1	0	0	0
5	4	5	9	9
	1	1	0	0
5	3	4	9	9
1	9	0	1	3 $\frac{1}{5}$
3	4	4	8	6
	2	1	2	8
3	6	6	1	4
3	0	6	3	2
5	9	8	2	

C.

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee County.

Your undersigned Special Com,r. apointed by a decree at the Mar.

Term 1895 of Your Honor,s Court in the Chancery cause of Silas Griffin et al. vs. GREER Mchy. CO. et al. and required by said decre to ascertain and report 1st: the amount paid on the purchase price of the engin and saw-mill in the bills mentioned: 2nd, by whom and when paid: 3rd, the balance due on said purchase money and by whom the same should be paid: 4th any other matter deemed pertinent by your Com,r. or requie ed by any party in interest. Respectfully reports: That on the 24th and 25th days of April, 1895, he performed the duties required in said

decree, after giving due notice to all parties concerned , which notice is herewith filed. Your Com,r. ascertains that there has been paid on the purchase price of said engine and swa-millthe aggregate sum of \$1648.82. and that there is yet due to the Greer Mchy. Co. on said purchase price with interest calculated to June 3rd, 1895 \$306.32. and of which sum \$288.22 is principal and should bear interest from May 16th 1894 untill paid. Of the 1648.82 paid as aforesaid, Ezkial dec,d. and his Adm,r. paid the sum of \$407.181/5. on his two shares and the remaining three shares paid \$1241.634/5. Your Com,r. also reports that the said Ezekial Lunsford Dec,d. and his Adm,r. have not paid his propo rtionate share of said purchase money, and that he undertook to be responsible for two- fifths thereof: and that his estate is in arrears to the amount of \$366.14. with interest calculated to June, 3rd 1895, and which sum is more than sufficient to pay the said balance due the Greer Mch,y. Co. by \$59.82. and which last mentioned sum of \$59.82. should be paid by said Lunsfords estate to Silas Griffin, J. B. Quinley and R. A. Quinley on account of over- payments on said purchase money. Your Com,r. herewith files two calculations marked C, showing the manne ner at which he arrivedat the above figures. Your Com,r. is of opinion a and therefore reports that the estate of the said Ezekial Lunsford Dec,d. should pay to the Greer Mch,y. Co. the said sum of \$288.22. with interest thereon from May, 16th, 1894 till paid: and thst the same will have to be paidby the sale ^{of the land} in the bills mentioned , belong- ing to said estate. It appearing from the deposition of M. L. Slemp, Adm,r. &c. that there are no personal assets out of which the same can be paid

Your Com,r. is of opinion from the evidence in the cause and that taken by him that the land in the amended Bill mentioned owned by Ezekial Lunsford Dec,d. at the time of his death, and on which his widow and heirs resided was owned by him on the 20th day of Jan. 1891, and that he had a deed therefor and title to the same: and that the said lands were conveyed by him and his wife in the deed of trust executed by them and others to secure the purchase price of said saw-mill and engine. and that the same should be subjected to the payment of of the balance due from said estate as aforesaid.

The depositions taken by your Com,r. are herewith filed as part hereof marked "B".

THIS, APRIL, 25th, 1895.

C.H. Jones,
Special Commissioner.

Silas Griffin et al.

vs. Commisr. Report.

Greer Michy. Co. et al.

Filed May the 3rd 1895

A B Munsey
Clerk

Comis. Fee \$18.00

Sheriff .. \$1.00

Silas Griffin, et als,

vs.

In Chancery.

The Greer Machinery Co., et al.

To the Hon. Wm. T. Miller, Judge of the Circuit Court for Lee County:

The undersigned who was at the June term of your honor's court appointed a special Commissioner in the said cause to sell what is known therein as the Lunsford tract of land and the Griffin and Quinly land begs leave to report that after advertising the time, terms and place of sale for thirty days at the front door of the Court House of Lee County in the neighborhood of said land and at Martain's School House on Oct. 21st, 1896 that being a court day at the front door of the court House of Lee County in the presence of a large crowd of people he offered the said tract of Lunsford land for sale at public outcry, and on the terms mentioned in the said decree. After crying the said sale for some time the said Lunsford tract of land was knocked off to T.P. Muncy who was the best and highest bidder for the sum of Two Hundred and Fifty Five Dollars. The said Muncy paid your Commissioner in cash the sum of \$68.43, which was the cost of said suit and Commissions of sale. He also executed, payable to your Commissioner his two bonds for \$93.28 each, and due respectively in nine and eighteen months after date. He gave as his security on the said bonds W.B. Merriman. Your Commissioner deems this a good sale, and recommends its confirmation. Your Commissioner did not sell the Quinly and Griffin land as they thought they could pay the residue of the said debt of \$126.15 by the first day of the next term of the County Court for Lee County. And consequently by the consent of the undersigned in the said cause, he postponed the sale of the said land until the next term of the County Court. All of which is respectfully submitted.

W. H. Permington

S. Com.

Filed Oct the 22nd 1895-
A.B. Munsey Clk

Filed Oct the 22nd 1895-
A.B. Munsey Clk

Silas Griffin et al

vs

Green Machinery Co

} In Chan.

To the Hon. H. J. Miller,

Judge of Circuit Court for the
County:

The undersigned who was appointed in said cause to sell certain lands therein mentioned, he has leave to report that - as appears by a former report he sold to Thomas P. Munnery the Lunsford tract for \$200⁰⁰ and took his note after the payment of costs for \$186.56, that - Mr. Munnery has to day ^{paid} the said \$186.56 and \$6.88 the accumulated interest thereon, which I hold subject to the order of your honor, and the said Munnery having paid the purchase price on said land, he is now entitled to convey to said land. This June 2/96.

E. H. Pennington

Jr. Court.

Silas Griffin et

vs report of
payment

Green Machinery Co

Filed June 2nd 1896

Silas Griffie et al

vs

Green Machinery Co

To the ~~sup~~ J. Miller Judge
of the Circuit Court for the Dist.

The undersigned was on
the 2nd. day of June, 1896 ap-
pointed by your honor a spe-
cial commissioner for the purpose
of making to G. P. Murray a
dud to the ~~State~~ Ezekiel Sun-
ford tract of land mention-
ed in said cause, he has leave
to report that he has made
the dud required of him
and delivered the same
to said Murray. So said dud
and the action of your
Court for that purpose
should be confirmed by your
honor. Respectfully sub-
mitted this June 2nd, 1896.

E. H. Huntington
Spec. Comm.

Silas Griffen's
Report of
work done & money

for machinery

Filed June 4/96.

DB 26

P 374

This deed made this January 20th 1891,
by and between Ezeziel Lounsford, and Ma-
linda Lounsford his wife Silas Griffin and
Belle Griffin his wife J. B. Guinly and Priscilla
Guinly his wife Caleb Guinly and Nancy
Guinly his wife, parties of the first part and
J. R. McDowell Trustee party of the second
part Witnesseth that whereas the parties
of the second part are justly indebted to
"Frick Company" in the sum of Seventeen hun-
dred & thirty six dollars: Three hundred
dollars of which is to be paid ninty days
from this date \$478. 66 $\frac{2}{3}$ of which is to be paid
in six months, four hundred and seventy eight
66 $\frac{2}{3}$ which is to be paid in twelve months,
and the residue in 18- months from this
date all to bear interest from this date and
evidenced by negotiable notes, bearing even
date with this instrument Now therefore
in consideration of the premises as well as
the sum of one dollar to the parties of the
second part in hand paid the Receipt where-
of is hereby acknowledged the parties of the
second part doth grant bargain sell and
convey unto the party of the first part all
the lands owned by them or either of them
situated in Lee County Virginia, whereon
they reside or have title to and for a more
particular description of which reference

is here made to the deeds and title papers
of the parties of the second part now of record
in the Clerk's office of the County Court of Lee
County, and the parties of the second part
also convey in trust as aforesaid a
Hick Company ~~Company~~ 20 H.P. Portable
Engine complete No 5089 on Skids and a
Hick Company No 2 saw mill complete
with the saw and all its fixturs thereto
belonging No 1329 and Lof Saw rigging all in
Trust to secure the debts first herein set forth;
And should the parties of the second part fail
and discharge the notes following due as
aforesaid at the times herein specified with the
interest as herein stated then this obligation
to be null and void otherwise remain in
full force and virtue - And the trustee shall
on the failure of the payments aforesaid or
either of them advertise for a period of 20
days said property by posting Notice of
the times & place of sale and then proceed
to sell at the front door of the Court House of
said County or on the premises so much of
said property herein conveyed as will pay
the amt, then due, The sale will be made
for cash in hand. And the said Trustee
will proceed in their way until the whole
of said debts are paid or the property

Soed. He will sell first such property
as the parties of the second part may
by Written Request signed by them Res-
ignate, but if they fail so to direct
them such as in his Judgment will best
serve to Carry out the provisions of
this trust. Witness the following Signa-
tures and Seals this the day and year first
above written.

And as to their debt we each waive the benefit
of our Homestead exemptions

Witness unto first Ezechial ^{his} Lounsford Seal

J.B. ^{his} Grinly Seal

M. L. Lounsford ^{mark} Seal

Silas Griffin Seal

R. A. Grinly Seal

Caleb Grinly Seal

And

Periscilla ^{her} Grinly Seal

Maliinda ^{her} Lounsford Seal

Beel ^{mark} Griffin Seal

Nancy ^{her} Grinly Seal

Virginia Lee County to wit:

John B. West a
Notary Public for said County in the
State aforesaid do Certify that Ezechial
Lounsford, and Maliinda Lounsford
his wife Silas Griffin and Beel Griffin
his wife J.B. Grinly and Periscilla Grinly

uly his wife and Caleb Quincy and Nancy
Quincy his wife whose names are signed
to the foregoing Deed of Trust bearing
date January 20th 1891 have acknowledged
the same before me in my said County
Given under my hand this 21st day of
January 1891

John B. West A P
Virginia Rose County to wit:

In the Office of the clerk of
the said County the 22nd day of January
1891 this Deed was presented and together
with certificate thereto annexed admitted
to record.

Teste: John R. Gibson clerk

A Copy. Teste: J. H. F. Richmond clerk

J. R. McDowell Trustee

from deed

J. B. Quincy et al

Deed Book 26 P 374

A copy

c 75

A
Jan 20/91

This Deed made this the 8th day of
April A.D. 1891 between Silas Griffin
and Belle Griffin his wife, J. B. Lively
and Priscilla Lively his wife & Callet
Lively and Nancy Lively his wife all
of the county of Lee and state of Vir-
ginia Party of the first part and J. B.
M. Dowell of the county of Knox and
State of Tennessee Party of the second
part Trustee. Witnesseth, That the
said Party of the first part, for and in
consideration of one dollar to them in
hand paid, and the other considera-
tions hereinafter mentioned have this
day granted, bargained, sold and convey-
ed, and do hereby grant, bargain, sell
and convey unto the said Party of
the second part, his successors and
assigns forever, the following describ-
ed Real Estate and Personal Proper-
ty, to wit: One Frick Company 20 H.
P. Portable Engine, complete No. 5089.
Also one Frick Company No. 2 saw
mill complete, with the saw and all
the fixtures and appurtenances
thereto belonging, No 1329 Tass Saw
rigging. Also - The following describ-
ed tracts or parcels of land: —

1st 14 acres belonging to Silas Griffin and on which they now live and bounded by the lands of Williamrd Caleb Linnley and others; second 2 acres belonging to J. B. Linnley and wife and where they now live and adjoining the lands of Caleb Linnley and others; 3rd 47 acres belonging Caleb Linnley and wife and on which they now live, adjoining the lands of Silas Griffin and William Woodgrass et al and all the land they now own or have title to in Lee County Va. and for a more a particular description reference is here made to the deeds and title papers of the parties of the first part. The said Silas Griffin and wife J. B. Linnley and wife J. B. Linnley and wife and Caleb Linnley and wife owners of said real estate do covenant with said Trustee his Trustee his successors and assigns that they are lawfully seized of seized of said real estate and have a good right to convey it, and that the same is unencumbered, and do covenant and bind themselves heirs and legal representatives to warrant and

defend the title to said Real estate to said Trustee, his successors and assigns against the lawful claims of all persons. To have and to hold the said described property personally and realty, ^{all} and singular, unto the said Trustee, his successors and assigns forever. But this deed is made for the following purposes and no other: That is to say: That the said Silas Griffin and wife J. B. Linnley and wife and Caleb Linnley and wife and Ezekiel Linnford and wife justly indebted to Frick Company (Incorporated) of Haynesborough Franklin County Pennsylvania in the sum of Seventeen hundred and thirty-six and $\frac{00}{100}$ Dollars with interest according to the terms of 4 certain promissory notes duly executed by them and Ezekiel Linnford and wife payable to Frick Company or order as follows: -

One note dated Jan 20th 1891 due Apr 20th 1891
for \$300⁰⁰

One note dated Jan 20th 1891 due July 20th 1891
for \$478. $\frac{66}{100}$

One note dated " " " due Jan 20th 1892
for \$478. $\frac{66}{100}$

One note dated Jan 20th 1891 due July 20th 1892
for \$ 478. $\frac{66}{100}$

And being desirous to secure and make certain the payment of the same and all renewals and extensions thereof, the party of the first part makes this conveyance. Now, therefore if the said party of the first part, or any one of them, shall pay said notes as they each become due with the interest thereon then this deed shall be null and void. But if default be made in the payment of any of said notes in whole or in part, or of the interest thereon, at the time limited for the payment of the same; or, if said party of the first shall sell, assign or dispose of or attempt to sell, assign or dispose of, the whole or any part of said personal property, or remove, or attempt to remove, or permit the removal of the whole or any part thereof, from the County of Lee

without the written consent of Frick Company or assignee; or if said execution or other writ shall be levied, or be about to be levied on said personal property or any part

There of; or if said Frick Company, or
 assignee, shall, for any other reason,
 deem themselves insecure, then in
 any of said events this conveyance
 remain in full force and effect,
 and the whole side hereby secured
 shall immediately become secure
 and demandable, and said Trustee
 or his successor in trust, is hereby
 authorized and empowered upon the
 written request of Frick Company
 or assignee, or without such re-
 quest, if he sees fit to take the per-
 sonal property herein described into
 immediate possession and remove
 the same to such place as he thinks
 proper and sell the same for cash, or
 on credit with approved security,
 as to the Trustee may seem best
 for ^{said} Frick Company, to the highest
 bidder, after giving ten days written
 or printed notice, to be posted at one
 or more public places in the vicinity
 where the property is to be sold, or on
 the front of Lee County Court House.
 And upon making total or partial
 default in the payment of the above
 notes, according to their tenor, and

condition, the said Trustee, or his successor in trust, after sale of the personal property herein conveyed, or before resorting to the same, as he may elect, may, and he is hereby authorized and empowered, upon giving 20 days notice by advertisement in some news paper published at Jonesville Lee County Virginia or by printed or written posters, posted in three public places in the County where sale is made, one to be posted in the vicinity of the place of sale, to sell said real estate at the front door of the Lee County Court House to the highest bidder for cash, and said Trustee, or his successor in trust, shall make a deed to the same to the purchaser.

The said Silas Griffin and wife, J. B. Linnley and wife, and Caleb Linnley and wife do hereby expressly waive the benefit of homestead exemptions. And in case of death, absence, inability or refusal to act, of said Trustee, at any time when his action under the foregoing trusts may be required, then Frick Company, or assignee, are hereby authorized

and empowered to name and appoint a Trustee to execute the Trust, and the title herein conveyed to the Trustee herein named shall be vested in such appointer, who is hereby empowered to perform all the duties under this trust which the said Trustee herein named is empowered to perform.

This Deed of Trust is given as additional security and to better secure the notes described herein, which are secured by the Trust Deed or Mortgage given by Ezeriah Lunsford and wife in his lifetime and Silas Griffin and wife J. B. Linnley and Caleb Linnley and wife and recorded in the clerk's of Lee County Va. in Book 26 Page 374 &c and it is understood and agreed that the taking of this deed of Trust is in no way to impair the lien created by the first mortgage, or in any way effect the same. The proceeds of any property, personal or real, sold as herein provided, shall be applied first to pay the costs, charges and expenses of executing this trust, including commissions to trustee, and

also Attorney's fees and all costs and
expenses incurred in enforcing
protecting this Trust. Second,

To pay said notes, or renewals
or extensions, or any balance there-
of remaining unpaid; it being
understood, and hereby agreed to
that, if Frick Company or assignee
so direct, the proceeds shall be
applied on said notes in the
inverse order of their maturity and
the fact of any note not being then
due shall not prevent the proceeds
of such sale from being thus applied
to it in so much as may then be
due. Third the residue, if any, is
to be paid over to the party of the first
part.

In witness whereof the
parties of the first part have here-
unto set hands and seals.

Witnesses

M. R. Ball

M. L. Lumsford

Silas Griffin

Belle Griffin

J. B. Lumsley

Priscilla ^{her} Lumsley

Calix ^{mark} Lumsley

Nancy ^{her} Lumsley

^{mark}

seal

seal

seal

seal

seal

seal

seal

State of Virginia }

Lee County } To wit: -

I, D. C. Serwell a
Notary Public in and for Lee County
and state of aforesaid, do certify that
Silas Griffin and Belle Griffin his
wife, J. B. Linnley and Priscilla
Linnley his wife, and Caleb Linnley
and Nancy Linnley his wife whose
names are signed to writing above,
bearing date on the 8th day of April
1891, have acknowledged the same
before me in my county aforesaid.

Given under my hand, this April
11th 1891.

D. C. Serwell N. P.

State of Virginia } s. s.

County of Lee }

I John R. Gibson
clerk for said county do certify
that the foregoing deed of Trust
and certificate were received April
21st 1891 and registered in Book 26
Page 533 & C of my office

Teste: John R. Gibson, Clk.

M. Lowell
from
Silas Griffin
et al.

Pa. 532 VL

Deed Book 26 P 533

B

April 5th 1891

171
C 100

J. M. GREER.
J. G. DUNCAN.

J. R. McDOWELL.
D. SCHMALZRIED.

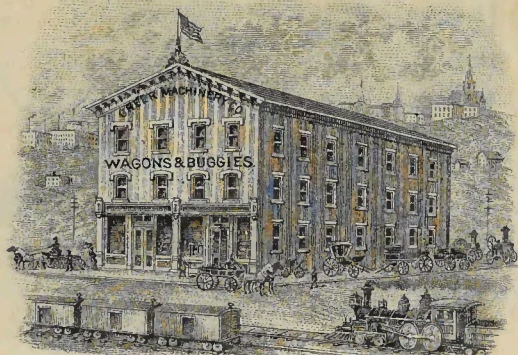
GREER MACHINERY CO.

WHOLESALE & RETAIL DEALERS IN

AGRICULTURAL IMPLEMENTS & MACHINERY.

HAVE ALWAYS ON HAND A LARGE STOCK OF
FARM WAGONS,
SPRING WAGONS & BUGGIES,
RUBBER & LEATHER BELTING,
CORN SHELLERS & STRAW CUTTERS.

ALSO THE LEADING & BEST LINE OF WOOD-WORKING MACHINERY
PLANERS & MATCHERS, SAW-MILLS, PORTABLE & STATIONARY
ENGINES, THRESHERS, CORN & WHEAT MILLS, HARVESTING
MACHINERY, MOWERS & REAPERS, GRAIN DRILLS, DISC HARROWS,
STOCK PLATFORM & COUNTER SCALES, CIRCULAR SAWS, ETC.



JACKSON STREET,
opposite E.T.V. & G.R.R. Depot.

Ezekiel Lunsford, Silas Griffin, M.L. Lunsford, Jan 11, 1894
J.B. Quinly, R.A. Quinly & Caleb Quinly, Knoxville, Tenn.
Caney Hollow, Va.

Gentlemen:- We below give a statement of your indebtedness to
Frick Co, viz:

Note No. 14922 Date 1-20-91 due 7-20-91.....\$473.67
Int accrued on same.....35.73 \$514.40
---Credit---

Sept 14-'91	By Cash.....	\$150.00	
Nov 6, '91	By Cash.....	100.00	
May 25, '92	By Cash.....	100.00	
Sept 22-'92	By Cash.....	45.00	
Nov 22, '92.	By Cash.....	45.00	
June 9, '93	By Cash. J.M. Lucas.....	74.40	\$514.40

Note No. 14924 Date 1-20-91 due 7-20-92.....\$473.66
Int accrued on same.....60.07 \$533.73
---Credit---

Feb 20-'93	By Sale of machinery..	\$500.00	
	Less Trustees fees.....	~~\$25.00~~ 24.67	
	Less Attorneys fees	25.00 49.67.....	\$450.33
	By 1-60" Saw, 64' Belt, 1 B22 Injector		
	1 Edger and 50' Belt.....	70.00	
June 9-93	By Cash, J.M. Lucas.....	18.40	\$538.73

Note No. 14923 Date 1-20-91 due 1-20-92.....\$473.66
Int accrued to Jan 11, '94.....86.25 \$564.91
---Credit---

June 9-'93	By Cash per J.M. Lucas.....	8.70	
Nov 17, '93	By Cash per J.M. Lucas.....	104.00	\$112.70

Balance due Jan 11, '94.....\$452.21

The following notes executed by J.M. Lucas a & yet unpaid, viz:
Due Dec 6, '93 \$100.00, Mar 6, '94 \$165.00. We however understand
that there is not sufficient timber of the land to cover the amount
for which J.M. Lucas executed his notes, and we write this letter so
that you will make your arrangements as to the balance of the debt.
Please examine the above statement and if there are any errors kindly
advise us and we will cheerfully correct same.

Yours Truly, Greer Machinery Co. S

GREER MACHINERY CO.



U.S. DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY
WASHINGTON, D.C.

of a statement of your indebtedness to

1940-1941
 1941-1942
 1942-1943
 1943-1944
 1944-1945
 1945-1946
 1946-1947
 1947-1948
 1948-1949
 1949-1950
 1950-1951
 1951-1952
 1952-1953
 1953-1954
 1954-1955
 1955-1956
 1956-1957
 1957-1958
 1958-1959
 1959-1960
 1960-1961
 1961-1962
 1962-1963
 1963-1964
 1964-1965
 1965-1966
 1966-1967
 1967-1968
 1968-1969
 1969-1970
 1970-1971
 1971-1972
 1972-1973
 1973-1974
 1974-1975
 1975-1976
 1976-1977
 1977-1978
 1978-1979
 1979-1980
 1980-1981
 1981-1982
 1982-1983
 1983-1984
 1984-1985
 1985-1986
 1986-1987
 1987-1988
 1988-1989
 1989-1990
 1990-1991
 1991-1992
 1992-1993
 1993-1994
 1994-1995
 1995-1996
 1996-1997
 1997-1998
 1998-1999
 1999-2000
 2000-2001
 2001-2002
 2002-2003
 2003-2004
 2004-2005
 2005-2006
 2006-2007
 2007-2008
 2008-2009
 2009-2010
 2010-2011
 2011-2012
 2012-2013
 2013-2014
 2014-2015
 2015-2016
 2016-2017
 2017-2018
 2018-2019
 2019-2020
 2020-2021
 2021-2022
 2022-2023
 2023-2024
 2024-2025
 2025-2026
 2026-2027
 2027-2028
 2028-2029
 2029-2030
 2030-2031
 2031-2032
 2032-2033
 2033-2034
 2034-2035
 2035-2036
 2036-2037
 2037-2038
 2038-2039
 2039-2040
 2040-2041
 2041-2042
 2042-2043
 2043-2044
 2044-2045
 2045-2046
 2046-2047
 2047-2048
 2048-2049
 2049-2050
 2050-2051
 2051-2052
 2052-2053
 2053-2054
 2054-2055
 2055-2056
 2056-2057
 2057-2058
 2058-2059
 2059-2060
 2060-2061
 2061-2062
 2062-2063
 2063-2064
 2064-2065
 2065-2066
 2066-2067
 2067-2068
 2068-2069
 2069-2070
 2070-2071
 2071-2072
 2072-2073
 2073-2074
 2074-2075
 2075-2076
 2076-2077
 2077-2078
 2078-2079
 2079-2080
 2080-2081
 2081-2082
 2082-2083
 2083-2084
 2084-2085
 2085-2086
 2086-2087
 2087-2088
 2088-2089
 2089-2090
 2090-2091
 2091-2092
 2092-2093
 2093-2094
 2094-2095
 2095-2096
 2096-2097
 2097-2098
 2098-2099
 2099-2100
 2100-2101
 2101-2102
 2102-2103
 2103-2104
 2104-2105
 2105-2106
 2106-2107
 2107-2108
 2108-2109
 2109-2110
 2110-2111
 2111-2112
 2112-2113
 2113-2114
 2114-2115
 2115-2116
 2116-2117
 2117-2118
 2118-2119
 2119-2120
 2120-2121
 2121-2122
 2122-2123
 2123-2124
 2124-2125
 2125-2126
 2126-2127
 2127-2128
 2128-2129
 2129-2130
 2130-2131
 2131-2132
 2132-2133
 2133-2134
 2134-2135
 2135-2136
 2136-2137
 2137-2138
 2138-2139
 2139-2140
 2140-2141
 2141-2142
 2142-2143
 2143-2144
 2144-2145
 2145-2146
 2146-2147
 2147-2148
 2148-2149
 2149-2150
 2150-2151
 2151-2152
 2152-2153
 2153-2154
 2154-2155
 2155-2156
 2156-2157
 2157-2158
 2158-2159
 2159-2160
 2160-2161
 2161-2162
 2162-2163
 2163-2164
 2164-2165
 2165-2166
 2166-2167
 2167-2168
 2168-2169
 2169-2170
 2170-2171
 2171-2172
 2172-2173
 2173-2174
 2174-2175
 2175-2176
 2176-2177
 2177-2178
 2178-2179
 2179-2180
 2180-2181
 2181-2182
 2182-2183
 2183-2184
 2184-2185
 2185-2186
 2186-2187
 2187-2188
 2188-2189
 2189-2190
 2190-2191
 2191-2192
 2192-2193
 2193-2194
 2194-2195
 2195-2196
 2196-2197
 2197-2198
 2198-2199
 2199-2200
 2200-2201
 2201-2202
 2202-2203
 2203-2204
 2204-2205
 2205-2206
 2206-2207
 2207-2208
 2208-2209
 2209-2210
 2210-2211
 2211-2212
 2212-2213
 2213-2214
 2214-2215
 2215-2216
 2216-2217
 2217-2218
 2218-2219
 2219-2220
 2220-2221
 2221-2222
 2222-2223
 2223-2224
 2224-2225
 2225-2226
 2226-2227
 2227-2228
 2228-2229
 2229-2230
 2230-2231
 2231-2232
 223

89-03-1 AND 10-02-1
89-03-1 AND 10-02-1

--(over)--

JAN 2-68
JAN 1-68

IN CHARGE OF J. H. LINDSAY
IN CHARGE OF J. H. LINDSAY

NOV 30-67 NOV 29-67

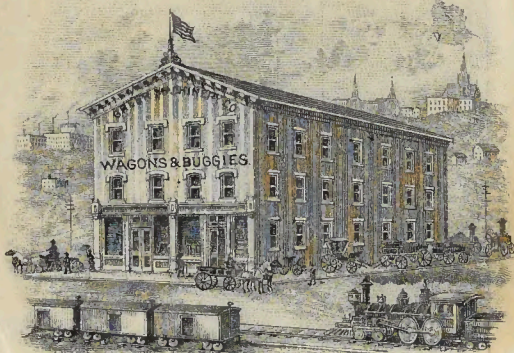
[illegible]

There is not sufficient funds of the Fund to cover the amount due and we write this letter to

[illegible]

J. M. GREER.
J. G. DUNCAN.

J. R. McDOWELL.
O. SCHMALZRIED.



JACKSON STREET,
opposite E.T., V. & G.R.R. Depot.

GREER MACHINERY CO.

WHOLESALE & RETAIL DEALERS IN

AGRICULTURAL IMPLEMENTS & MACHINERY.

HAVE ALWAYS ON HAND A LARGE STOCK OF
FARM WAGONS,
SPRING WAGONS & BUGGIES,
RUBBER & LEATHER BELTING,
CORN SHELLERS & STRAW CUTTERS.

ALSO THE LEADING & BEST LINE OF WOOD-WORKING MACHINERY,
PLANERS & MATCHERS, SAW-MILLS, PORTABLE & STATIONARY
ENGINES, THRESHERS, CORN & WHEAT MILLS, HARVESTING
MACHINERY, MOWERS & REAPERS, GRAIN DRILLS, DISC HARROWS,
STOCK PLATFORM & COUNTER SCALES, CIRCULAR SAWS, ETC.

Knoxville, Tenn.

Feb. 5th. 94.

Ezekiel Lunsford, Silas Griffin,
J. B. Quinley, R. A. Quinley, & Caleb Quinley.
Caney Hollow, Va.

Gentlemen;-

We wrote you Jan. 11-94 in reference to the balance
\$452.21 yet due Frick Co. on your indebtedness to them, but we find we
have not yet received one word from you.

We are just in receipt of a letter from Frick Co. in reference to
this claim and they direct us to place the Trust deed in the hands of
their attorney. We do not wish to do this for the reason we think
when your attention is called to this matter you will settle the
same.

Yours truly,

Greer Machinery Co.

S

GREEN MACHINERY CO.

MAINTENANCE & REPAIRS
 ALL KINDS OF MACHINERY
 AND ENGINEERING WORK
 DONE AT THE LOWEST PRICES

ALSO THE LEADING LIST OF VEHICLES, WORKING MACHINERY
 PUMPS & MOTORS, SAW MILLS, ROLLERS & STATIONARY
 ENGINEERS, TRUCKS, BOATS & WHAT EVER IS REQUIRED
 MACHINERY, ROADS, & REPAIRS, GRAIN, DRILLS, DISC HARROWS
 CLOTH, PLATON & OTHERS, SEE CIRCULARS, PAGES 1, 2, 3

M. M. HOWE
 D. CHAMBERS

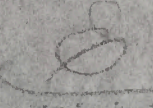
M. M. HOWE
 D. CHAMBERS



JACKSON STREET
 opposite E. V. & O. R. R. depot

Dec. 28, 1894.

Wm. H. H. H. H.



GREEN MACHINERY CO.
 JACKSON, MISSISSIPPI
 U.S. DEPT. OF AGRICULTURE
 OFFICE OF THE CHIEF OF BUREAU OF PLANT INDUSTRY

Dear Sir, - We have the honor to acknowledge the receipt of your letter of the 28th inst. and in reply to inform you that we have forwarded the same to the proper authorities for their consideration. We are sorry that we cannot give you a more definite answer at this time, but we are sure that the matter will be settled in the near future. We are, Sir, very respectfully,
 Yours truly,
 Green Machinery Co.

\$100⁰⁰

100

At Sight Jan'y 28th 1892

Pay to the order of F. L. Fisher Cashier

One Hundred & ^{no}/₁₀₀

Dollars

Partial Payment on note due July 21st 1891 from which to
Value received, and charge the same to account of

To Quincy Purssford & Co
No. Jonesville Va.

Grier Mackenzie &
McDowell

For Collection on Account of
East Tenn. Nat'l Bank,
KNOXVILLE, TENN.
F. L. FISHER, Cashier.

D

Silas Griffin et al

25

Greer Machinery Co

Leif Larsson

see app. with

E. W. Permington Carter

1893.

11-13

By costs paid by J. P. Munnery

68 43

To Anti. paid A.B. Mummy club

1588

" atty fee retained

1500

.. N. P. for & with for paid drafts

4 00

ant. paid S. V. F. Richmond clerk

125-

" " " J. H. Kautsky 9.2.2.

00

J. H. S.



J. M. Weston Sheriff

1 30

" " " C. E. Flauery late Sheriff

270

Le. H. Jones Court

1800

" " Retained for Com are #255-6

12 73
77 08

77

Feb 17/96

By cert's paid me by Grindley & al

14 v. 10

Silas Griffin et al
vs } Statement of
 } Receipts &
 } Disbursements
Green Machinery Co

\$2.25

Received of E. W. Pennington Cash. in
Chancery cause of Silas Griffin et al vs.
Green Machinery Co. Two + $\frac{25}{100}$ as my
Costs in said cause. Nov. 13th 1895.

J. W. Richmond (Clerk)

\$50.00

Received from E. W. Pennington Cash.
in the Chancery cause of Silas Griffin et al
vs Green Machinery Co. Five dollars my
S. A. C. fee in said cause. Nov. 13th 1895.

E. W. R. Ewing.

Geo. W. Blakely

\$1.50

Received from E. H. Pennington Cour. in
the Chancery cause of Silas Griffin et al
vs. Greer Machinery Co. One ⁵⁰/₁₀₀ dollars
my costs in said cause.

Nov. 13th 1895. J. M. Weston W. S. Saff

~~\$8.00~~

~~Received from E. H. Pennington Cour. in
the Chancery cause of Silas Griffin et al
vs. Greer Machinery Co. Eight dollars
my fee in said cause.~~

~~Nov. 13th 1895~~

~~E. H. R. Ewing~~

\$4.00

Received from E. H. Pennington Cour. in
the Chancery cause of Silas Griffin et al vs
Greer Machinery Co. ~~Four~~ ⁴⁰/₁₀₀ dollars
my fee in said cause, Nov. 13th 1895.

C. E. Flanagan ex S. C. C.

\$18.00

Rec'd. of E. H. Pennington Cour. in the Chancery
cause of Silas Griffin et al vs. Greer Machinery
Co. Eighteen dollars my fee therein
Nov. 13th 1895

C. H. Jones.

\$4⁰⁰

Received from E. H. Pennington Cash.
in the Chancery Cause of Silas Griffin
et al vs. Greer Machinery Co.
Four dollars the amt. of M. P. fee
and Mith. fee for depositions taken in
Dumessie, Nov. 13th 1895.

Greer machinery Co
per Pennington Bros. Atty.

Receipts

Receipts

I, Jas. W. Orr, do swear that to the best of my knowledge and belief that Malinda Lunsford, widow of Ezekiel Lunsford, dec'd, has in her possession a deed executed by Adam Hopkins to the said Ezekiel Lunsford, decd., that is material evidence in a chancery cause of Silas Griffin, et al., vs. Greer Machinery Company, et al., pending in the Circuit court of Lee county, Virginia, and the contents and existence of which being so material, it is desired to prove and have produced in said cause. So help me God.

James W. Orr.

Virginia,

Lee county, to wit:

The above affidavit of Jas. W. Orr was subscribed and ~~made~~ sworn to before me, E. W. R. Ewing, Notary Public for the said county, this, the 23rd day of Oct., 1894.

E. W. R. Ewing, , N. P.

Commonwealth of Virginia,

To the Sheriff of Lee county, Greeting:

We command you to summon William Lunsford and Malinda Lunsford, widow of Ezekiel Lunsford, dec'd, to appear before the undersigned Notary Public for the said county, at Hadens School house, in the said county, on the 27th day of October, 1894, to testify and the truth to speak in behalf of Silas Griffin, et al., vs. Greer Machinery Co., et al., in a suit in Chancery pending in the Circuit court of the said county, to give their depositions in the said cause; and that the said Malinda Lunsford, widow as aforesaid, bring with her a deed in her possession executed by Adam Hopkins to said Ezekiel Lunsford for land in this county. And this they shall in no wise omit under the penalty of \$20.00. And have then there this writ.

Given under my hand this the 23d day of October, 1894.

E. W. R. Ewing, N. P.

For
Melinda Lums-
ford.

Know all Men by these Presents, That we E W Pennington
and D B Sewell

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Seven
Hundred dollars, to payment whereof, well and truly to be made to

the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of the United States.

Sealed with our seals, and dated this 15th day of July
one thousand eight hundred and ninety-five

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound E W
Pennington shall faithfully perform the duties of his office or trust, as Commissioner

under a decree of the Circuit Court of the County of Lee, pronounced on the _____ day
of June, 1895, in the suit therein depending under the name and style
of Silas Griffin et als vs Greer Machinery
Company et al

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the
presence of

A Copy Leste
A B Munsey

E W Pennington [SEAL.]

D B Sewell [SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day _____

suret on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court of the County of Lee, that _____ estate after the payment of all _____ just debts, and those for which _____ bound as securit for others, and expect to have to pay _____ worth the sum of _____ dollars.

Given under my hand this _____ day of _____ 189 .

Teste: _____ Clerk

Silas Griffin et al
vs

Greer Machinery Co

Copy
to { COMMISSIONER
BOND.

Commonwealth.

Know all Men by these Presents, That we

Silas Griffin, J. B. Quinley
Alexander Clifton & James W. Orr
 are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Five*
hundred dollars, to the payment whereof, well and truly to be made to
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,
 executors, and administrators, jointly and severally, firmly by these presents. And we hereby
 waive the benefit of our homestead exemptions as to this obligation, and any claim, right, or
 privilege to discharge any liability arising under this bond in any currency, funds, counter claims
 or offsets other than legal-tender currency of the United States. Sealed with our seals, and
 dated this *7th* day of *June* one thousand eight hun-
 dred and *Ninety four*.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound *Silas*

Griffin & Belle Griffin his wife, J. B. Quinley & Priscilla
Quinley his wife, and Caleb Quinley & Nancy Quinley
his wife
 on *a* bill in Chancery against *The Greer Machinery Co*
& R. L. Pennington trustee,

addressed to the Judge of the Circuit Court of the County of Lee, has obtained from the said
 Judge an injunction to injoin and restrain *the said Greer Machinery Co*
& R. L. Pennington Trustee from selling the land of the
said plaintiffs in the bill mentioned until the further order
of the Court.

until the future order of the said court; and whereas it is provided, by the order of the said Judge
 awarding the said injunction, that the plaintiff shall not have the benefit thereof until *they*
 , or some one for *them*, shall enter into a bond, with good security, in
 the clerk's office of the said court, payable to the Commonwealth of Virginia, in the penalty of
Five hundred Dollars, and conditioned to pay all such costs as may
 be awarded against the said plaintiff, and all such damages as shall be incurred in case the said
 injunction be dissolved. Now, therefore, if the said *Plaintiffs*
 shall pay all such costs as may be awarded against *them*, and all such damages as shall
 be incurred in case the said injunction be dissolved, then this obligation to be void, or else to re-
 main in full force and virtue.

Executed in the presence of

Silas Griffin [SEAL]
J. B. Quinley [SEAL]
Alex. Clifton [SEAL]
James W. Orr [SEAL]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day personally appeared before me A. B. MUNSEY, Clerk of the Circuit Court of
 the County of Lee, *Alex. Clifton & James W. Orr*
 and made oath that *Their* estate, after the payment of all *Their* just
 debts, and those for which *they* bound as security for others, and expect to have to pay
is worth the sum of *Five hundred* dollars,
 over and above all exemptions allowed by law.

Given under my hand this *7th* day of *June* 1894

A Copy Teste *A B Munsey* Clerk.
A B Munsey Clerk

Lilias Griffin et al

to {

**INJUNCTION
BOND.**

Commonwealth.

In the Clerk's Office of the Circuit Court of the County of Lee

Silas Griffin et als Plaintiff
against

In Chancery
on an amended
bill.

Greer Machinery Co Defendant

This day James M Orr personally appeared
before me A B Munsey Clerk of the said Court,

and being duly sworn, made oath that Greer Machinery Co. Malinda
Lunsford and M L Lunsford
defendants in the said suit are not residents of the State of Virginia,

Given under my hand as Clerk of the said Court, this

7th day of January

A B Munsey Clerk

1894

Silas Griffin et al

vs.

}

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

Greer Machinery Co.

James H Orr p. q.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 7th day of January 1895.

Silas Griffin et als Plaintiff
against

In Chancery
on an amended
bill

Greer Machinery Co et als Defendant.

The object of this suit is to enjoin & restrain the defendant Co & R L
Pennington trustee from the lands of the plaintiff in the bill men-
tioned until they are given proper credit & to compel the estate of Ezekiel
Sunford deceased to pay his due proportion of the balance due
on the engine & saw mill in the bill mentioned.

And an affidavit having been made and filed that the defendant S Greer Machinery Co. Malinda
Sunford & M L Sunford

not resident^s of the State of Virginia, it is ordered that they do appear here, within fifteen
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is
further ordered that a copy hereof be published once a week for four weeks in the South West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

James H Orr p. q.

A B Munsey Clerk.

Silas Griffin et als

VS.

ORDER
OF
PUBLICATION.

Greer Machinery Co
et als.

In the Clerk's Office of the Circuit Court of the County of Lee
on the 7th day of January 1875.

Silas Griffin et als.
against

Plaintiffs.

In chancery
on an amended
bill.

Greer Machinery Co et als

Defendants.

The object of this suit is to restrain & restrain the defendant Co & R. L.

Permyington trustee from selling the lands of the plaintiffs, in the bill alleged
that until they are given their proper credits, & to cancel the estate of
Edw. Lunsford deceased, to pay his due proportion of the balance due on the
engine & saw mill in the bill mentioned.

And an affidavit having been made and filed that the defendant Greer Machinery Co, Malinda
Lunsford & M. L. Lunsford are

not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is
further ordered that a copy hereof be published once a week for four weeks in the South west Virgin
ian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

On James M. Orr p. q.

A. B. Munsey Clerk.

Silas Griffin et al
vs) O & Puf
Greer Machinery Co

I A B Munsey Clerk
of the Circuit Court for
Lee County do Certify that
I delivered to the Editor
of the Southwest Virgin-
ian a copy of the within
order of publication
and that I posted a copy
at the front door of the
Court House as the law
directs Given under
my hand this 9th of 1898
A B Munsey Clk

1 To R. L. Pennington Trustee in a deed of trust
2 executed by Silas Griffin & Belle Griffin his
3 wife, J. B. Trimley & Priscilla Trimley his wife
4 and Caleb Trimley & Nancy Trimley his wife on
5 the 11th day of April 1891, to J. R. McDowell
6 trustee, to secure the purchase money for a
7 certain Engine, Saw Mill &c to Frick Company.
8 You will please take notice that on the first day
9 of the June term 1894, of the Circuit Court for Lee
10 County Virginia, at the Court house of said County,
11 we will move the said Court to grant an injunc-
12 tion, restraining and inhibiting ^{you} the said Pennington,
13 as such trustee, from selling our land conveyed in
14 said trust deed, until we are given proper credits
15 for all sums paid on the amount secured in said
16 deed of trust, by us, or others, interested in, or
17 purchasers of, the Engine, Saw Mill &c, mentioned
18 in said trust deed, and until the balance ^{if any} due
19 on said deed of trust is ascertained, and by whom
20 the same should be paid. Respectfully.

21 May 24th 1894.

Silas Griffin

Belle Griffin

J. B. Trimley.

Priscilla Trimley.

Caleb Trimley.

Nancy Trimley.

By James W. Orr, their attorney.

Silas Griffin et als.

vs. Notice.

R. L. Pennington Justice.

Executed May 25th 1894.
by delivering a copy of the
within notice to R. L. Pen-
nington.

C. E. Flanagan J. L. C.

204 253

To Greer Machinery Co & R. L. Pennington, Trustee.

You will please take notice that on the 11th day of October 1894, at the law office of Orr, Blenkinship & Ewing, in Jonesville Va, we will proceed to take the depositions of A. M. Gains, J. A. G. Hyatt and others, which depositions are intended to be read as evidence in our behalf in a certain suit in chancery now pending in the Circuit Court of Lee County Virginia, in which we are plaintiffs and you are defendants, and if from any cause the taking of said depositions are not commenced on that day, or if commenced are not completed on that day, the taking of the same will be adjourned from day to day, and from time to time, and from place to place, until completed.

Respectfully,

Silas Griffin.

Belle Griffin.

J. B. Trimley.

Priscilla Trimley.

Caleb Trimley.

Nancy Trimley.

By James W. Orr, their Counsel.

Silas Griffin et als.
vs Notice to take Depos-
Greer Machinery Co. et als

I accept service of the
within notice for my-
self. Oct 6, 1894
Robt L. Pennington

We accept service of
the within notice for
the Greer Machinery Co.
Oct 6, 1894,

Pennington Bros.,
Attys.

I, Jas. W. Orr, do swear that to the best of my knowledge and belief that Malinda Lunsford, widow of Ezekiel Lunsford, dec'd, has in her possession a deed executed by Adam Hopkins to the said Ezekiel Lunsford, decd., that is material evidence in a chancery cause of Silas Griffin, et al., vs. Greer Machinery Company, et al., pending in the Circuit court of Lee county, Virginia, and the contents and existence of which being so material, it is desired to prove and have produced in said cause. So help me God.

James W. Orr.

Virginia,

Lee county, to wit:

The above affidavit of Jas. W. Orr was subscribed and ~~sworn~~ sworn to before me, E. W. R. Ewing, Notary Public for the said county, this the 23rd day of Oct., 1894.

E. W. R. Ewing, , N. P.

Commonwealth of Virginia,

To the Sheriff of Lee county, Greeting:

We command you to summon William Lunsford and Malinda Lunsford, widow of Ezekiel Lunsford, dec'd, to appear before the undersigned Notary Public for the said county, at Hadens School house, in the said county, on the 27th day of October, 1894, to testify and the truth to speak in behalf of Silas Griffin, et al., vs. Greer Machinery Co., et al., in a suit in Chancery pending in the Circuit court of the said county, to give their depositions in the said cause; and that the said Malinda Lunsford, widow as aforesaid, bring with her a deed in her possession executed by Adam Hopkins to said Ezekiel Lunsford for land in this county. And this they shall in no wise omit under the penalty of \$20.00. And have then there this writ.

Given under my hand this the 22d day of October, 1894.

E. W. R. Ewing, N. P.

Silas Griffin, et al.,

vs. } Spa.

Green Mch'y Co., et al

Dues to cum.

Executed in part by
Summoning Wm
Lunsford not farther
Executed not found.
this Oct 27-1874.

L. M. Weston, Secy
for C. E. Flannery
S. L. G.

NOTICE.

Silas Griffin et als. Compts

vs.

In Chancery.

Greer Machinery Co. Defts.

Pursuant to the terms of a decree entered in the above styled cause at the June term, 1895, of the Circuit Court for Lee County, I the undersigned special commissioner, will on the 19th day of August, 1895, at the front door of the Court-house of Lee County, at about Noon of that day, offer for sale to the Highest bidder, the land in the bill and proceedings mentioned, and known as the Ezekiel Lunsford tract of land, which lies in Lee County, near the Tennessee line, at Mulberry Gap, and being the same land on which the said Lunsford lived at the time of his death, or enough thereof to pay \$400.00, on nine and Eighteen months time, except as to \$90.00, which will be required to be paid down; and for the deferred payments the purchaser will be required to execute bonds bearing interest from the day of sale, with good security. There is said to be about 100 acres of this land, but the sale will be one in gross. It will also be sold free from the widows dower. And if the said Lunsford land will not sell for a sum sufficient to pay the said sum of money, then at the same time and place, and on the same terms, I will also offer for sale the 14 acre tract of land belonging to Silas Griffin, the 20 acre tract belonging to J.B. Quinley & wife, and the 47 acre tract belonging to Caleb Quinley & wife, or enough thereof to pay any balance of said sum of money after the sale of the said Lunsford land is taken out. These last three tracts of land are situated on the ridge some five miles from Jonesville. This the 1st day of July, 1895,

E. W. Pennington, Spe. Comr.

I, A. P. Munsey

2 copies

The "SOUTHWEST VIRGINIAN" Book and Job Print, Jonesville, Va.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon Greer Machinery Co. R L Pennington trustee. M L Slemph admr of the Estate of Ezekiel Sumsford dead and Malinda Sumsford. M L Sumsford. Wm Sumsford. Louisa Smith. Simpson Sumsford. Juda Sumsford. Mary Sumsford the last four of whom are infants, to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the 3rd Monday in January, 1894, to answer ^{an amended} bill in Chancery,

exhibited against them in our said court by Silas Griffin & Belle Griffin his wife. J B Quinley & Priscilla Quinley his wife Caleb Quinley & Nancy Quinley his wife.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

12th day of December 1894 and in the 11th year of the

Commonwealth.

A. B. Munsey Clerk.

Dec 18, 1894

Silas Griffin et als
vs. SUPENA
IN CHANCERY.

Greer Machinery Co et als

James H. Orr p. q.

To 22nd January Rules 1894
Circuit Court.

Executed Dec 18th 1894
by delivering an office
copy of the within
summons to M. L. Kempf
C. F. Flanagan. S. L. C.
I accept service of
the within notice
for myself. Jan 4, 1895
Robt. P. Cunningham

I accept service of the within notice
for the Greer Machinery Co. Jan 4, 1895
Cunningham Bros & Co.
for Greer Machinery Co.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon *Greer Machinery Co. R. L. Pennington*
Trustee, M. L. Slemph admr of the Estate of Ezekiel Sumsford deed
and Malinda Sumsford, M. L. Sumsford, Wm Sumsford, Louisa
Smith, Simpson Sumsford, Juda Sumsford & Mary Sumsford
the last four of whom are infants
to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *3rd* Monday in *January*, 189*5*, to answer a bill in Chancery,

exhibited against *them* in our said court by *Silas Griffin & Belle*
Griffin his wife, J. B. Quinley & Priscilla Quinley
his wife, Caleb Quinley & Nancy Quinley his wife

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

4th day of *January* 189*5*, and in the 11*9th* year of the

Commonwealth.

A. B. Munsey Clerk.

Silas Griffin et al

vs.

{ SUPCENA
IN CHANCERY.

Greer Machinery Co

Orr, B & Ewing p. q.

To 2nd January Rules,
Circuit Court.

Executed in part by
delivering an office
Copy of within sum-
mons to Wm Lumsford.
this Jan 16 - 1895.

J. M. Weston h. S. for
C. E. Flanagan S. L. C

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU THAT YOU SUMMON J. B. Trimley + Silas Griffin

undersigned Court of the Circuit
to appear before the ~~Judge of our~~ County Court of the County of Lee, at the
court-house thereof, on the 24th day of April 1895, to testify and the truth to say
in behalf of the Plaintiffs, in a certain matter of controversy in our said court before the
Court Silas Griffin et als
said ~~Judge~~ depending and undetermined between the Commonwealth of Virginia, Plaintiff, and The
Greer Machinery Co et al
Defendant.

And this they shall in no wise omit, under the penalty of \$100. And have then there this writ.

Witness, S. V. F. RICHMOND, Clerk of our said Court, at the court-house, the 22nd
day of April 1895, in the 119th year of the Commonwealth.

James H. Orr
S. V. F. Richmond, Clerk.

Commonwealth

VS

{
{
{
{
{

SUBPOENA
FOR
WITNESS.

Court,

the day of

189

*not executed not
found April 24th 1895
W.P. Sprinkle C.B.*

CERTIFICATE OF ORDER OF PUBLICATION.

We, A. M. Goins and W. H. Eads,
editors of the SOUTHWEST VIRGINIAN,
a weekly newspaper published at
Jonesville, Lee county, Virginia, do
hereby certify that the annexed no-
tice was published in said paper
once a week for four successive
weeks, commencing on the 10th

day of Jan. 1895.

A. M. Goins
W. H. Eads } Editors.

VIRGINIA—In the Clerk's Office of the
Circuit Court of the County of Lee, on
the 7th day of January, 1895.

Philas Griffin et als.

Plaintiffs.

Against

Greer Machinery Co. et als. Defendants.

In Chancery on an Amended Bill.

The object of this suit is to enjoin and re-
strain the Defendant Co., and R. L. Pen-
nington trustee from selling the lands of
the Plaintiffs in the bill mentioned until
they are given their proper credits and to
compel the estate of Ezekiel Lunsford de-
ceased, to pay his due proportion of the bal-
ance due on the engine and saw mill in the
bill mentioned.

And an affidavit having been made and
filed that the defendants Greer Machinery
Co., Malinda Lunsford and M. L. Luns-
ford are not residents of the State of Vir-
ginia, it is ordered that they do appear here
within fifteen days after due publication
hereof, and do what may be necessary to
protect their interest in this suit. And it is
further ordered that a copy hereof be pub-
lished once a week for four weeks in the
Southwest Virginian, and that a copy be
posted at the front door of the court house
of this county on the first day of the next
term of the county court.

A Copy—Teste:

A. B. MUNSEY, Clerk.

James W. Orr p. q.

J10 4w.